

## TERMS AND CONDITIONS

Upon ordering the services of MC Digital Design, you the client agree to have read, understood and accepted these Terms and Conditions of MC Digital Design.

### Eligibility

To be able to qualify for the use of services of MC Digital Design, the client must be 18 years and over, agree to these Terms and Conditions, and the Privacy Policy.

### Work Orders

In ordering the services of MC Digital Design you agree to be legally bound by these Terms and Conditions. Please read these terms carefully. If you do not accept these Terms and Conditions stated here without modification, you may not use the MC Digital Design service. MC Digital Design works with its clients on a one on one basis in person, via email and telephone conversation during a contracted project. Projects shall not begin until a quotation has been accepted either in writing or verbally and the deposit paid.

### Quotations

All project prices are displayed in (AUD) Australian Dollars for design, development and any other specified services only. Printing & delivery is not included, unless otherwise specified. Website hosting, domain names and 3rd party applications are not included in quotes. These services are owned and administered by the client. Quotations are valid for 30 days from date of issue. Specifications are subject to change if we do not receive a written acceptance within this period. All errors are subject to correction. Any work, which extends outside the limits of the quotation, is charged at our hourly rate.

### Deposits

Upon acceptance of a quotation, an agreed deposit is required prior to the start of any design work. This deposit is strictly non-refundable. Balance of monies owed are due upon project completion or agreed intervals together with any additional expenses incurred outside the limits of the original quotation.

### Payments and Invoices

Payments can be made via electronic funds transfer or cash. Payment details are on the invoices provided.

Invoices are issued upon project completion or at agreed intervals based on project size. Standard payment request time is 14 days from date of invoice. (Please Note: Final artwork and website handover will not be released until full payment has been received). Late payments are subject to a 5% increase per week based on the agreed project cost, unless otherwise agreed to in writing.

### **Artwork Drafts and Proofs**

As a fundamental component of the design process, drafts and proofs are sent to the client for review and approval. It is the client's responsibility to check all drafts and proofs thoroughly, and notify MC Digital Design of any imperfections so it can be rectified. Work will resume on the project upon receipt of new instructions from the client.

Client agrees to provide timely responses to MC Digital Design after receiving drafts/proofs from MC Digital Design. It is the client's responsibility to maintain in contact with MC Digital Design during the design process. The client shall have a maximum of 30 days (including weekends) to respond to each set of drafts/proofs sent to them for review. If after 30 days the client fails to respond to MC Digital Design, it will be assumed that the production/project is complete. At such time MC Digital Design shall have no further obligation to the client. MC Digital Design shall not be held responsible for the condition of the artwork in the event of such circumstance.

### **Turnaround Time**

MC Digital Design specifies the time that it will take to finish projects in our quotation. If by any circumstance the process takes longer, MC Digital Design will not be held responsible, as the client will be notified of the delay and will be given a reasonable date in which the artwork will be finished. MC Digital Design provides estimated turnaround times for each project however the actual time will depend on the client's speed of response to concepts and revisions. Turnaround time is calculated from the day that MC Digital Design receives the payment of the deposit for its services and any or all information and images are received.

### **Finalisation of Artwork for Print**

It is the client's responsibility to check that all content is in order and approve the final artwork before handing it over for print. Any modification to the artwork after handover may incur extra cost. MC Digital Design will not be held responsible should there be any imperfections on the printed artwork unless it was due to the incorrect processing of print ready files.

### **Print and Colour Proofing**

Print and colour proofing of artworks destined for print is essential. This practice helps ensure the highest print quality is achieved.

Clients are required to check all proofs thoroughly and notify MC Digital Design of any imperfections so it can be rectified prior to printing. This process is repeated until client has indicated satisfaction verbally or in writing to MC Digital Design or have given their printer authority to produce the final prints. MC Digital Design provides advice on print providers and will not cover costs of errors that occur due to the printer. As such, clients are entering into a direct relationship with chosen print providers.

### **End of Project/Handover**

A project shall be deemed complete after the client has reviewed the project and indicated satisfaction verbally or in writing to MC Digital Design. If the client fails to contact MC Digital

Design within a period of 30 days (including weekends) without explanation, the project shall be deemed satisfactory and complete.

MC Digital Design will not be held responsible in any way for the loss of profit of a company during the development stages or once it has been finalised and released. Where clients provide their own ideas and are not open to our designers' suggestions and recommendations, MC Digital Design will not be responsible for the end result of the design.

### **Refunds and Cancellations**

MC Digital Design is not responsible for the end product if the client is not satisfied after the project has been finalised and released; that is, if the client has already reviewed the drafts/proofs provided and has decided to continue, and approve a finalised concept. If a client contravenes the MC Digital Design Terms and Conditions, the service will be terminated immediately with no refund. Deposits paid upon acceptance of a quotation are non-refundable. Once the project has commenced, no cancellations will be accepted and no refunds will be given. In an event of a cancellation, all new design and concept work administered up to the point of cancellation remains copyright to and the property of MC Digital Design.

### **Copyright**

Artworks remain copyright to and the property of MC Digital Design until all outstanding invoices are paid in full. MC Digital Design reserves the right to use all artworks administered by the business for display in portfolios, online or on print for business showcase and marketing purposes unless specified otherwise by the client.

MC Digital Design shall not be held responsible for artwork produced for a company that may not be registered with resulting legal issues due to the business name. After the artwork has been produced MC Digital Design shall not be bound to the company in any manner.

MC Digital Design cannot guarantee that a logo/project created by its designers will be absolutely unique (eg. in the world). MC Digital Design guarantees that its designers will attempt to design a unique logo/project compared to the client's company industry (eg. for a mechanic, the automotive industry in Australia) not to all general logos/projects. If a logo/project is similar to another logo/project in the industry it will be purely coincidental. Due to international copyright and trademark law, MC Digital Design will not be held responsible should the client be found to be infringing on an already existing copyright, trademark or service mark relative to the project name, description or service.

### **Limitation to Copyright**

Websites or other online materials administered by MC Digital Design including custom code relative to page design, layout and functionality are licensed to the client only for use as installed by MC Digital Design. Use of the codes outside of MC Digital Design on non-related projects is prohibited.

**Warranties**

MC Digital Design makes no warranties for website development that has been tested and has been proven to work at the time of hand over and then has stopped working due to circumstances beyond our control. This may include changes to software, plugins, hardware, hosting services, internet browsers, updates, operating systems and other third party products.

**Indemnity**

You agree to be fully responsible for (and fully indemnify MC Digital Design against) all claims, liability, damages, losses, costs and expenses, including legal fees, suffered by us and arising out of any breach of the Terms and Conditions by you or any other liabilities arising out of your use of our website and services, or the use by any other person accessing our website using your PC or internet access account.

**Testing**

It is expected that the customer has tested a website in full before final approval which must be supplied in writing. The customer will have 30 days after the website hand over to notify MC Digital Design of any errors and at this time should notify MC Digital Design in writing. After 30 days any changes, regardless of error, will be charged at hourly rates.

**Suspension of Services**

MC Digital Design reserves the right to suspend or cancel services in any event where the client fails to perform their obligations under the Terms and Conditions.

**Your Activity**

You agree that you will be personally responsible for your use of [mcdigitaldesign.com.au](http://mcdigitaldesign.com.au) and for all of your communication and activity on this website.

**Acceptance and Changes to Terms and Conditions**

You acknowledge and accept that your use of this website indicates your acceptance of these Terms and Conditions. These Terms and Conditions replace any other terms of use for [mcdigitaldesign.com.au](http://mcdigitaldesign.com.au) to date. MC Digital Design reserves the right to change its Terms and Conditions at anytime without notice.

**Governing Law**

This notice and the information on [mcdigitaldesign.com.au](http://mcdigitaldesign.com.au) and all matters relating thereto are governed by and are to be construed according to the laws applicable in the State of New South Wales, Commonwealth of Australia. The parties irrevocably submit to the non-exclusive jurisdiction of the Courts of New South Wales, Australia and the courts of appeal from them for determining any dispute concerning these Terms of Use.