

Ascend Web Design Terms and Conditions

1. Introduction

These Terms and Conditions (“**Terms**”) govern all services provided by **Ascend Web Design** (ABN 35 846 486 729) of Melbourne, Victoria, Australia (“**we**”, “**us**”, “**our**” or “**Ascend Web Design**”) to you (“**you**” or the “**Client**”).

By requesting, accepting a quote, or otherwise engaging us to provide any Services, you agree to be bound by these Terms. These Terms, together with any Project Proposal, Quote or Agreement we issue for your specific project, form the entire agreement between us.

2. Services

We agree to provide the Services described in the Project Proposal, Quote, or Agreement that we issue to you for your project.

Our Services may include (but are not limited to):

- Website design and development
- Website hosting
- Email hosting
- Website maintenance and support
- Search engine optimisation (SEO) services

The specific scope, features, and deliverables for your project will be set out in the Project Proposal, Quote, or Agreement. In the event of any inconsistency between this document and the Project Proposal, the Project Proposal will take precedence for that particular project.

We will provide our Services with due care and skill. However, you acknowledge that our Services rely on third-party systems and are subject to the limitations set out in these Terms.

3. Project Timeline and Deliverables

Project timelines, milestones, and deliverables will be agreed in writing (usually in the Project Proposal or Quote) before we commence work on your project.

We will make every reasonable effort to meet the agreed timelines. However, all timelines are estimates only and are subject to:

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- You providing all necessary materials, content, feedback, approvals, and access in a timely manner; and
- Any delays caused by events beyond our reasonable control.

If you delay providing materials or feedback, we may need to extend the timeline accordingly. We will notify you as soon as practicable if any delay is likely to occur.

4. Communication and Contact Information

You must provide us with accurate and up-to-date contact information (including email address and phone number) and promptly notify us of any changes.

We are not responsible for any missed communications, service interruptions, failed payments, or other issues that arise because you have not kept your contact details current.

5. Privacy

We are committed to protecting your privacy and the security of your information. Our Privacy Policy explains in detail how we collect, use, store, and protect your personal information.

You can view our Privacy Policy on our website or request a copy from us at any time.

6. Cookies

Our website uses essential cookies that are necessary for the website to function properly. These cookies do not collect personal information for advertising or tracking purposes.

7. Pricing

All pricing for our Services is set out in the Pricing Document available on our website. By engaging us, you acknowledge that you have reviewed and accepted the applicable pricing.

We may update our pricing at any time by giving you at least 30 days' written notice. Any price changes will not apply to projects or services you have already paid for or formally accepted before the change takes effect.

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8. Service Level Agreement (SLA)

We aim to provide 99.9% uptime for our website hosting services. This target does not include periods of scheduled maintenance or any downtime caused by events beyond our reasonable control (including third-party service failures).

If we fail to meet the 99.9% uptime target in any given month, you may be eligible for service credits as set out in our Hosting Terms or the specific service agreement. Service credits are your **sole and exclusive remedy** for any failure to meet this uptime target.

9. Payment Terms

Invoices are payable within 30 days from the invoice date, unless a different payment period is stated on the invoice or in your Project Proposal.

We reserve the right to suspend or restrict our Services if payment is not received by the due date. We will usually provide you with at least 7 days' written notice before suspending services, except in cases of repeated late payments.

10. Client Responsibilities

You agree to provide us with all necessary materials, content, information, logos, images, access credentials, and approvals required to complete the project in a timely manner.

You are responsible for ensuring that all materials you supply are accurate, complete, and do not infringe any third-party rights (including copyright or trademarks).

If you delay providing the required materials or approvals, this may delay the project timeline and we may need to adjust the delivery schedule accordingly.

11. Revisions and Approvals

Reasonable revisions are included in the project as specified in the Project Proposal or Quote. Additional revisions or changes outside the agreed scope may incur extra charges.

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You must provide final approval of the completed work in writing (email is sufficient). Once final written approval is received, the project is considered complete and any further changes will be treated as additional work.

12. Intellectual Property

Upon full and final payment of all invoices relating to the project, we transfer ownership of the custom website design and developed code to you (the Client).

This includes logos and branding materials created as part of the project.

This transfer does **not** include:

- Third-party software, plugins, themes, frameworks, or libraries (e.g. WordPress, Joomla, premium plugins, stock images, or fonts);
- Any pre-existing materials or intellectual property owned by us prior to the project.

We retain the right to display the completed project on our website, portfolio, and marketing materials, and to use it as an example of our work.

13. Confidentiality

Both parties agree to keep confidential any proprietary or sensitive information disclosed by the other party during the project.

This includes your business plans, customer data, pricing strategies, or any non-public information we share with you.

We will only use or disclose such information as necessary to provide the Services or as required by law. This obligation continues even after the project ends or the agreement is terminated.

14. Limitation of Liability

We are not responsible for business losses, lost profits, or indirect damage.

To the fullest extent permitted by law, we will not be liable to you for any indirect, incidental, special, or consequential loss or damage, including (but not limited to) loss of profits, loss of revenue, business interruption, loss of goodwill, or loss of data.

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Our total liability to you under these Terms or any project is limited to the total amount you have paid us for the specific Services in the 12 months immediately preceding the event giving rise to the claim.

This limitation applies to all claims, including (without limitation) those arising from:

- Loss of data or emails
- Website downtime
- Security breaches
- Backup failures
- Third-party service failures

Nothing in these Terms excludes, restricts, or modifies any consumer guarantee or right you may have under the Australian Consumer Law that cannot lawfully be excluded.

15. Third-Party Software

Our Services may include or rely on third-party software, plugins, themes, tools, or services (such as content management systems, stock images, fonts, or payment gateways). These are governed by their own licence agreements and terms.

You are solely responsible for:

- Complying with all third-party licence terms and conditions; and
- Paying any associated licence fees, subscriptions, or renewal costs.

We are not responsible for any costs, penalties, or issues arising from your failure to comply with third-party licences.

16. Third-Party Systems and Services

Many of our Services rely on third-party systems and software that we do not own or control. These include, but are not limited to: domain name services, content management systems (such as WordPress and Joomla), plugins, themes, email platforms (including Axigen), hosting infrastructure, and cloud services (including Microsoft services).

You acknowledge and agree to the following:

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a. No Control

We do not have direct control over the operation, performance, security, availability, or reliability of these third-party systems. They are governed by the terms and conditions of their respective providers.

b. No Guarantees

We do not guarantee that third-party systems will be uninterrupted, error-free, secure, or available at all times. Outages, slowdowns, data loss, or other disruptions may occur due to issues with these third-party services.

c. Updates and Compatibility

Third-party providers regularly release updates to plugins, themes, and software. These updates may introduce bugs, security issues, or compatibility problems that affect your website or services. We do not guarantee ongoing compatibility after such updates.

d. Email and Cloud Services

Where we provision or manage email or cloud services (including Axigen or Microsoft services), these are provided by third-party providers. Email hosting is not a backup or archival service. We are not responsible for any data loss, service outages, backup failures, or security issues arising from these platforms.

e. Backups and Data Responsibility

We may offer or recommend backup solutions, including Acronis backup services, as part of our hosting or maintenance packages. However, all backups — including those provided through Acronis or any other third-party tool — are subject to the limitations and terms of the respective provider.

We do not guarantee that backups will be complete, up-to-date, error-free, or fully recoverable in every situation. Issues such as corruption, incomplete backups, restoration failures, or service outages can still occur.

You remain solely responsible for maintaining your own independent backups of all critical data (including website content, databases, and emails) in addition to any automated backups we manage. We strongly recommend following the industry-standard 3-2-1 backup rule (3 copies, 2 different media types, 1 offsite).

We are not liable for any data loss, even if we manage or recommend the backup solution.

f. Support Limitations

Our support is limited to configuration, integration, and general assistance with these systems. Issues caused by third-party providers may need to be escalated directly to them and may be outside our control.

g. No Liability for Third-Party Systems

To the fullest extent permitted by law, we are not liable for any loss, damage, or

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disruption caused by third-party systems or providers, including but not limited to software errors, service outages, data loss, security breaches, backup failures, or changes made by those providers.

This includes systems and infrastructure used to deliver our Services, including email platforms (such as Axigen), hosting providers, and cloud services (such as Microsoft), which are operated by third parties and are outside our direct control.

17. Search Engine Optimisation (SEO)

Where we provide SEO services, you acknowledge and agree that:

a. No Guarantee of Results

We do not guarantee any specific rankings, positions, traffic levels, or business outcomes. Search engine rankings depend on many factors outside our control.

b. Third-Party Platforms

SEO performance is dependent on third-party platforms such as search engines (including Google and Bing), which we do not control. Changes to algorithms, policies, or indexing methods may impact results at any time.

c. Ongoing Process

SEO is an ongoing process and results may take time to develop. Performance may fluctuate and is not linear.

d. External Factors

Results may be affected by factors outside our control, including competitor activity, changes to your website, content quality, hosting performance, domain history, and search engine updates.

e. No Liability for Ranking Changes

We are not liable for any loss of rankings, traffic, or business resulting from search engine algorithm changes, penalties, or third-party actions.

18. Computer Hardware Solutions

Where we supply or assist with computer hardware, you acknowledge that:

a. Third-Party Products

All hardware is manufactured and supplied by third-party vendors. We do not manufacture hardware and do not control its performance or reliability.

b. Manufacturer Warranty

Hardware is subject to the manufacturer's warranty and support terms. Any faults, defects, or failures must be handled in accordance with the manufacturer's warranty process.

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c. No Guarantee of Performance

We do not guarantee that hardware will be error-free or suitable for all purposes beyond the specifications provided by the manufacturer.

d. Liability

We are not liable for hardware failure, defects, delays in supply, or any loss arising from hardware issues, except as required by law.

19. Photography

Where we provide photography services, you acknowledge that:

a. Weather and Conditions

Delivery is subject to suitable weather conditions and operational safety requirements.

b. Approvals and Restrictions

Drone flights may be restricted by local laws, airspace regulations, or safety considerations.

c. No Guarantee of Specific Outcomes

We do not guarantee specific angles, lighting, or outcomes, as these depend on environmental conditions.

d. Liability

We are not liable for delays, cancellations, or limitations caused by weather, regulatory restrictions, or safety requirements.

20. Termination

Either party may terminate the agreement by giving the other party written notice.

Upon termination for any reason:

- All outstanding invoices become immediately due and payable.
- We will provide you with a final invoice for any work completed up to the date of termination.
- You will have 30 days from the date of termination to download or export your data.
- After 30 days, we may permanently delete your data, websites, emails, and backups.

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We recommend that you maintain your own independent backups at all times.

21. Non-Payment

Services may be suspended or terminated if invoices remain unpaid.

If services are terminated, Ascend Web Design may permanently delete all associated data after 30 days.

22. Severability

If any provision of these terms is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

23. Amendments

Ascend Web Design may update these terms from time to time by providing at least 30 days' notice to the Client. Continued use of the services after this period constitutes acceptance of the updated terms.

24. Governing Law

These terms are governed by the laws of Victoria, Australia, and the parties submit to the jurisdiction of the courts of Victoria.