

## Ascend Web Design Terms and Conditions

### 1. Introduction

These terms and conditions govern the provision of web design and development services provided by Ascend Web Design, located in Melbourne, Australia, to the Client. By engaging Ascend Web Design for services, the Client agrees to be bound by these terms and conditions.

### 2. Services

Ascend Web Design agrees to provide web design and development services, including but not limited to, website design, development, maintenance, and search engine optimization (SEO) services. Specific services to be provided will be outlined in the project proposal or agreement.

### 3. Project Timeline and Deliverables

Project timelines and deliverables will be agreed upon in writing before the commencement of any project.

Ascend Web Design will make every reasonable effort to deliver the project within the agreed timeframe, subject to the timely receipt of all necessary client materials and feedback.

### 4. Communication and Contact Information

- a. **Provision of Contact Information:** Ascend Web Design requires clients to provide a valid email address and other relevant contact information to ensure effective communication, particularly for billing and service notices.
- b. **Updating Contact Information:** It is the client's responsibility to promptly notify Ascend Web Design of any changes to their contact information, including email addresses, to ensure uninterrupted service and timely receipt of billing and other critical communications. Clients can update their contact information by emailing [enquiries@ascendwebdesign.com.au](mailto:enquiries@ascendwebdesign.com.au) with new contact details.
- c. **Consequences of Outdated Information:** Ascend Web Design is not responsible for any service disruptions, missed notifications, or other complications arising from the client's failure to maintain accurate and current contact information. Failure to receive important communications due to outdated or incorrect contact details may result in service interruptions, including suspension or termination of services for non-payment.

### 5. Privacy of Contact Information:

Ascend Web Design is committed to protecting the privacy and security of our clients' contact information. Please refer to our Privacy Policy <https://ascendwebdesign.com.au/files/privacy.pdf> for details on how we collect, use, and safeguard your personal information.

### 6. Pricing

Ascend Web Design is committed to transparency in our pricing for the services we offer, including website design, development, email hosting, website hosting, and maintenance

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packages. Detailed information about our service fees is provided in our Pricing Document, which is accessible to all clients.

- a. **Access to Pricing Information:** Clients can view and download the current Pricing Document at any time from the following link: <https://ascendwebdesign.com.au/files/pricing.pdf>. This document outlines the fees for our range of services and any additional charges that may apply.
- b. **Acknowledgement of Pricing Terms:** By engaging Ascend Web Design for services, the Client acknowledges they have reviewed the Pricing Document, agree to the fees specified therein, and understand that these fees are part of the contractual agreement with Ascend Web Design.
- c. **Updates and Changes:** Ascend Web Design reserves the right to update the Pricing Document and modify service fees as necessary. Any changes to our pricing will be communicated to existing clients with 30 days notice before taking effect. Clients are encouraged to review the Pricing Document periodically to stay informed about any changes.
- d. **Enquiries:** Should you have any questions regarding our pricing or need further clarification on the fees for specific services, please do not hesitate to contact us directly. Our team is here to provide the information you need to make informed decisions about our services.

### 7. Payment Terms

Payment terms, including any deposits, payment schedules, and final payment details, will be specified in the project proposal or agreement.

All invoices issued by Ascend Web Design are payable within thirty (30) days of the invoice date unless otherwise specified.

### 8. Client Responsibilities

The Client agrees to provide Ascend Web Design with all necessary materials, information, and access required to complete the project effectively and efficiently.

The Client is responsible for reviewing and approving deliverables within the timeframes agreed upon.

### 9. Revisions and Approvals

Ascend Web Design will provide the Client with opportunities to review the work performed and request reasonable revisions. The number of included revisions will be specified in the project proposal or agreement.

Final approval of projects must be provided in writing. Failure to provide feedback or approval within the specified timeframe may result in project delays.

### 10. Intellectual Property

Upon full payment of all invoices, ownership of the final website design and developed assets will be transferred to the Client, excluding any third-party assets or underlying software.

Ascend Web Design retains the right to use completed projects and designs in its portfolio and for marketing purposes.

### 11. Confidentiality

Ascend Web Design agrees to maintain the confidentiality of the Client's proprietary information and to not disclose such information except as may be required by law.

### 12. Limitation of Liability and Disclaimer of Warranty

Ascend Web Design provides web design and development services, including the use of software and products distributed under the General Public License (GPL) or similar open-

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source licenses, such as WordPress. While Ascend Web Design strives to deliver the highest quality services, the Client acknowledges and agrees to the following provisions:

- a. **Disclaimer of Warranty:** The Client expressly understands and agrees that the use of GPL-licensed products (e.g., WordPress) and any other services provided by Ascend Web Design is at the Client's sole risk. Services and products are provided on an "AS IS" and "AS AVAILABLE" basis without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement.
- b. **Hold Harmless:** The Client agrees to indemnify and hold Ascend Web Design, its officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions, demands, liabilities, judgments, and settlements, including without limitation, reasonable legal fee that may result from or alleged to result from the use of the services or products provided. This includes, but is not limited to, any claims related to the malfunction, disruption, or failure of such services or products.
- c. **Exclusion of Liability:** Ascend Web Design shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses, resulting from the use or the inability to use the service or products provided.
- d. **Limitation of Liability:** To the fullest extent permitted by law, the total liability of Ascend Web Design to the Client for any claims arising from or related to the services or products provided, whether in contract, tort, or otherwise, shall be limited to the amount paid by the Client to Ascend Web Design for the specific service or product from which the claim arose.
- e. **Acknowledgment of GPL and Open-Source Licenses:** The Client acknowledges that certain components of the software and products provided are covered by the General Public License (GPL) or other open-source licenses, such as WordPress, and agrees to comply with all applicable terms and conditions of such licenses.

### 13. Third-Party Software and Licensing

Ascend Web Design's services may include the use of third-party software, plugins, or other digital products that are governed by their own separate license agreements. Examples include, but are not limited to, closed-source WordPress plugins that are licensed directly to the client under the plugin developer's terms and conditions.

- a. **Compliance with Third-Party Licenses:** The Client agrees to be bound by and comply with any third-party license agreements associated with any software or components provided or installed by Ascend Web Design, including acknowledging any restrictions on the use, reproduction, or distribution of such software.
- b. **Responsibility for Licensing Fees:** Unless otherwise agreed upon in writing, the Client is responsible for any licensing fees or costs associated with the acquisition and use of third-party software necessary for the completion of their project.
- c. **Acknowledgment of Third-Party Terms:** The Client acknowledges that certain components of their project may be governed by separate terms and conditions established by third-party licensors, and failure to comply with such terms may result in the termination of license rights and the cessation of related services.
- d. **Indemnification for Third-Party Claims:** The Client agrees to indemnify, defend, and hold harmless Ascend Web Design from any claims, damages, liabilities, costs, and fees (including reasonable attorney fees) arising from the Client's violation of third-party software licenses or terms and conditions.

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### 14. Termination

- a. Responsibilities Upon Termination: Upon termination, the Client is responsible for the payment of all services rendered up to the point of termination. Any payment for services already performed or costs incurred by Ascend Web Design up to the point of termination will be due and payable immediately upon the termination of this agreement.
- b. Post-Termination Obligations: Upon termination, Ascend Web Design will deliver any work completed to the client up to the date of termination.
- c. Retention and Deletion of Data: Ascend Web Design will retain the client's billing and transactional information for a period as mandated by applicable law and for internal financial auditing purposes.
- d. Deletion of Backups and Website Data: Ascend Web Design will delete all backups and copies of the client's website data 30 days of termination, unless a different period is required by law or agreed upon in writing. This includes any development environments, databases, and stored website files, ensuring the client's proprietary information is securely and permanently erased.
- e. Exception for Billing Information: Except for billing information retained as specified above, both parties agree to return or securely destroy the other party's confidential information in their possession within 30 days of termination, unless otherwise required by law to retain it.
- f. Data Protection and Privacy: Ascend Web Design commits to maintaining the confidentiality and security of all retained billing information and complies with all applicable data protection laws and regulations regarding the collection, storage, and handling of such information

### 15. Non-Payment

- a. Notice of Non-Payment: Should payment not be received by the due date, Ascend Web Design will issue a written notice to the client, allowing 14 days to resolve the outstanding payment. This notice aims to inform the client of the overdue payment and outline the consequences of continued non-payment.
- b. Late Payment Fees: If payment remains outstanding beyond the grace period, a late payment fee of \$5 may be applied to the overdue amount. Further non-payment may result in additional late payment fees.
- c. Suspension of Services: Ascend Web Design reserves the right to suspend services 30 days following the initial non-payment notice if the account remains unsettled. Service suspension includes disabling the client's website and email and halting any ongoing work or support.
- d. Termination of Services and Data Deletion: If the account is not brought current within 60 days from the date of the first non-payment notice, Ascend Web Design will terminate the client's services and agreement. Upon termination due to non-payment, Ascend Web Design does not maintain backups and will permanently delete the client's website data from its systems. The client acknowledges that Ascend Web Design is not obligated to retain or provide any copies of the client's data post-termination, and the website will not be reinstated.
- e. Recovery of Debts: Ascend Web Design may undertake debt recovery actions, including but not limited to engaging a collection agency or pursuing legal avenues, to recover outstanding debts. The client will be liable for all associated costs incurred by Ascend Web Design in the process of recovering debts, including collection agency fees, legal expenses, and court costs.

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### **16. Severability**

If any provision of these terms and conditions is determined to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions. The parties agree to replace any invalid or unenforceable provision with a valid and enforceable provision that most closely matches the intent of the original provision and serves the same economic, business, and legal objectives.

### **17. Amendments**

Ascend Web Design reserves the right to modify or amend these terms and conditions at any time without prior notice. Upon making any changes, Ascend Web Design will notify the Client via email that the terms and conditions have been updated. It is the Client's responsibility to review the updated terms and conditions to stay informed about any changes. Continued use of Ascend Web Design's services after such modifications will constitute the Client's acceptance of the revised terms and conditions.

### **18. Governing Law**

These terms and conditions are governed by the laws of Victoria, Australia, and both Ascend Web Design and the Client agree to submit to the jurisdiction of the Victorian courts.