

Hollowpoint Pty Ltd
ABN: 47 127 436 024

HOSTING CONTRACT

CONTACT INFORMATION:

Contact Name: _____
Phone: _____ Fax: _____
Company/Client: _____
Address: _____
E-mail address: _____

WEBSITE INFORMATION:

Present WWW URL (if any): _____
New Domain name(s) requested (if applicable) _____
- Other choices if first choice not available _____

TERMS OF AGREEMENT

All services provided by Hollowpoint Pty Ltd are subject to the following terms and conditions.

Quotes & Contracts

Quotes provided to prospects will be honoured for 30 days. A new quote will then be provided upon request. Contracts that have been written, but not signed by the client will only be accepted within 30 days of the delivery date. A new contract may be drawn up upon request.

Hollowpoint agrees to development a website as per the written quote issued to the customer.

Charges & Fees

All new web design projects that are \$1000 or less require full payment upon contract signing. Projects where the total cost is between \$1001 and \$5000 will be split into two payments. An initial 50% deposit will be due at contract signing. The remaining 50% balance will be due upon acceptance of the completed web development project before it is released to the client or published to the internet. All new web design projects that exceed \$5001 will be split into multiple payments as quoted. An initial deposit will be due at contract signing, other payments as per the quote will be due at certain stages, with the final balance will be due upon acceptance of the completed web development project before it is released to the client or published to the internet. Hollowpoint Pty Ltd retains the right to hold all graphics, and project development with the exception of content and graphics provided by the client, until payment is received for such items. (see copyright & ownership clause)

Payments

Hollowpoint Pty Ltd accepts payments via EFT (Internet Banking/Direct Deposit) or Direct Debit only. Payment by any other form, unless agreed to by Hollowpoint Pty Ltd, will be rejected. Your project will not be released to you or uploaded until full payment is received.

The client agrees to pay monies due as per the quote, or in the case of projects over \$5,001, as per the attached Payment Schedule (Attachment II)

Hours of Operation

Our business hours are 8am to 6pm AEST, although we provide levels of support to select customers outside of these hours. If you require maintenance after the posted hours, such as on weekends or holidays, you may be charged a fee, which will be disclosed prior to us doing any work.

Web Site Design Credit

All Hollowpoint Pty Ltd custom web design clients will have a Design by Hollowpoint link on their website in the footer of every page, unless otherwise mutually agreed between Hollowpoint and the client. This link may NOT be removed without our consent. Should you have a new layout designed for your site by a company other than Hollowpoint Pty Ltd, you may remove the credit from your website.

Copyright & Ownership

Upon completion of the project, Hollowpoint Pty Ltd transfers ownership of the website to the client. Software and third party graphics or programs are not transferred to the client and remain under copyright of their respective owners. Hollowpoint Pty Ltd retains copyright over source files unless otherwise stated. Hollowpoint Pty Ltd reserves the right to resell or use custom designed web sites that remain unpaid by the original client, unaccepted mockups or other graphics created by Hollowpoint Pty Ltd but not in legal use by the client. Hollowpoint Pty Ltd reserves the right to display websites and graphics that have been designed by Hollowpoint Pty Ltd on their website, and in any marketing material to aid as examples of our work.

Refunds

Hollowpoint Pty Ltd requires a deposit before we begin work on any project. A request to terminate services must be presented to Hollowpoint Pty Ltd in writing or via email. If we fail to complete your project within 28 days of the quoted deadline AND you have turned in all content, images and information requested by us, you will receive a full refund within 30 days of your written request. Otherwise, please follow the refund terms below.

Refund Amounts will be calculated in the following ways:

1. A cancellation fee of 20% (twenty percent) of the total deposit paid will be retained for projects that have been booked, but cancelled prior to the start date.
2. A cancellation fee of 50% (thirty percent) of the total deposit paid will be retained for projects that have been started and are in the design process.
3. A design fee of \$500 will be retained on projects where the design portion of the development has been completed, and the client has accepted the design, but whereas the development process of the project has not begun. (Upon payment, the design will be released to the client for use, see copyright & ownership clause)
4. Projects that are in the development process at the time the request for termination is received will not be refunded. Should the amount of time put into your project be greater than the deposit you have paid to Hollowpoint Pty Ltd, you will be billed the difference. Upon payment of these fees, the work completed up to the time of termination will be released to the client.

Refunds will be processed within 30 business days of request by the client, if there is a refund amount due based on the terms above.

Chargebacks

Hollowpoint Pty Ltd will not negotiate chargebacks with any person or company. Our Refund policies are clearly stated above, and all clients are asked to read and agree to our terms of service prior to the start of any project.

Development & Delivery

Hollowpoint Pty Ltd understands the importance of completing projects in a timely manner. We agree to complete the web design project within 28 days from the estimated and quoted deadline date.

Non-Communication

If we are unable to communicate with a client on a project for a duration of at least sixty days (60) by phone or email during the design and development process, the project will be canceled without prior notice and no refund will be issued.

Liability

Services purchased from Hollowpoint Pty Ltd are provided "as is" without warranty of any kind that the web design project will be uninterrupted or error free. In no event shall Hollowpoint Pty Ltd be liable to the client for any direct, indirect, special, punitive, incidental, or consequential damages arising out of the use of the website, services, and/or goods provided to the client. This includes, without limitation, lost profits, business interruption, loss of data or other losses directly resulting from the use of the website, services, and/or goods provided to the client. The entire risk as to the quality and performance of the web design is with the client.

International Customers

We are happy to accept projects from customers outside of Australia. However, we do require full payment of all projects prior to beginning your project via international bank transfer. This is non-negotiable.

Project Consideration

Please note that we will not accept projects that we find morally questionable, unethical, or distasteful.

Notice: This Agreement shall be governed by and construed in accordance with the laws of the State of Queensland, Australia.

Acceptance

Please note that by submitting your downpayment for our services you are agreeing to all of our terms of service as written here. Hollowpoint Pty Ltd reserves the right to change or update these terms at any time without prior notice, notwithstanding that clients who have signed up shall be governed by the terms to which they agreed to at the time of signing.

The undersigned agrees to the terms of this CONTRACT on behalf of his or her organization or business.

On behalf of the CLIENT:

_____ Date _____

On behalf of, and as member of, HOLLOWPOINT PTY LTD:

_____ Date _____