

Tucker Dean Pty Ltd (trading as Wellsites & My Dental Marketing) Terms and Conditions

You should carefully read the following Service Agreement. Your purchase or use of Tucker Dean Pty Ltd (trading as Wellsites & My Dental Marketing) services implies that you have read, understood and accepted this Service Agreement.

1) LICENSE Tucker Dean Pty Ltd (trading as Wellsites & My Dental Marketing) grants you non-exclusive limited License to use the Website and other services sold through our company in accordance with this Service Agreement. Our services may only be used for lawful purposes – any use of these services which violates any applicable laws is strictly prohibited. It is your responsibility to be aware of the laws in both the jurisdiction of where our servers are located and your local jurisdiction. We reserve the right to make the final decision on what constitutes lawful or unlawful purposes.

2) UNLAWFUL SITES You may not run any Website with adult-oriented content (sexual material or services) on our servers. If you are unsure as to what constitutes “adult” material please email support@wellsites.com.au. You will not allow any content to be published on the website which is improper, fraudulent or unlawful or is offensive, obscene, defamatory, menacing or which may bring our service into dispute (this includes stolen copyrighted material and pirate software).

All our clients and visitors to our website are governed by the laws of Australia and International Conventions codes or regulations applicable to the internet. Any breaches of the law, the website will be temporarily suspended and investigations will be carried out.

3) PRICING/ PAYMENT/ REFUND TERMS

All prices are quoted in Australian dollars are exclusive of GST unless specified.

All invoices are to be processed as per the schedule agreed via your preferred method of payment.

Milestone payments must be made within 7 working days of each milestone/schedule, unless mutually agreed otherwise. Final payment must be made within 7 days of the site finalisation.

Tucker Dean Pty Ltd (trading as Wellsites & My Dental Marketing) reserve the right to negotiate and refund an appropriate portion of the amount paid by customer towards the requested service. If you cancel your order after making the payment, but the work has not commenced, we will refund 75% of the payment that you have already made. If the order is cancelled after the commencement of work, the maximum refund or charge will

be 50% of the invoice. There will be no refund or adjustments if cancellation is called when more than 50% of the work has been completed. All cancellations must be received in writing and can be sent via regular mail, email or fax. Telephone requests for cancellations will not be accepted.

For minor or once-off works, payments need to be made either in advance or as per the terms mentioned in the invoice/proposal. If you require any changes to the terms, you must inform us in writing (emails accepted) within two working days of the receipt of the same.

Price increases: We reserve the right to increase website maintenance and hosting fees each year to cover our own cost increases.

Late fees and charges: All outstanding invoices may incur a late payment fee \$50 per month, from the due date.

Due date: Is the date on which the payment is due as per the terms on the invoice/proposal.

Debt Collection: Client is provided a further 7 days after late payment fee is applied to pay the invoice. Failure to pay may result in the outstanding amount referred to a debt collector. Tucker Dean Pty Ltd (trading as Wellsites & My Dental Marketing) will not be liable for any costs or charges associated with the recovery of the outstanding amount. Any charges associated with the recovery of the outstanding amount (debt collectors, administration charges, legal fees) will be referred to the client for processing.

Suspension: Tucker Dean Pty Ltd (trading as Wellsites & My Dental Marketing) has the right to suspend your website until all money owed is paid.

If you are late with a payment or have any queries regarding the Invoice, please contact Accounts immediately on receiving the invoice or reminder emails.

All communications is generally via email. It is client's responsibility to keep us updated with their relevant email addresses.

Any payment relating to the domain name registration renewal or hosting or any 3rd party products or service purchased on behalf of the client will have to be in full and is non-refundable. In case of web-hosting renewals all cancellations must be notified to us 30 days before the renewal date.

4) PROJECT SCOPE

Project delays: Our pricing is based on an estimated fixed amount of work, this is based on average times to complete projects of similar size and scope. Within this pricing we are able to offer a certain amount of scope flexibility to ensure we meet your needs.

If there are client delays sending feedback or content, the project will stall. Our team then need to spend time to reacquaint themselves with the project status and next steps. We may also be unable to take on new client work while we have outstanding projects on hold. We, therefore, need to recover costs associated with delays.

Our fixed pricing is based on a typical project delivery time of

- 4 weeks for logo/business card design
- 16 weeks for website projects

After this time, a project delay fee of \$375 will be charged per month.

Projects on hold: If a project has been on hold for more than 12 months we reserve the right to charge a \$749 reactivation fee to review requirements and re-brief a project team. For delays over 24 months, the reactivation fee is \$849. We will also recalculate project pricing in line with our current pricing at the time the project restarts.

Design rework: If during the course of a project there is a change to the design brief or rework requested on previously approved design work; we will charge a Rebrief fee of \$650 to allow for the extra time discussing changes, briefing the team and our internal review of the new concept against the brief.

5) WEBSITE SUPPORT AND MAINTENANCE CANCELLATIONS: Our website development contract terms include a compulsory requirement for My Dental Marketing/Wellsites to provide the first 12 months of website support and maintenance (including hosting). We require written notification if, after this time, you would like to move your website to be managed elsewhere. There is an exit fee payable of \$649. Once this fee has been paid we will provide access necessary for your new provider to arrange the transfer. All cancellation requests must be submitted by the person listed as the main account contact. We do not give pro-rated refunds on website support and maintenance.

6) OWNERSHIP OF WEBSITE AND GRAPHIC DESIGN Copyright to the “finished assembled work” of web pages produced by the Tucker Dean Pty Ltd (trading as Wellsites & My Dental Marketing) and graphics shall be vested with the Client upon final payment for the project. “Finished assembled work”- the

HTML/CSS/Javascript, visual design, and the text content that is rendered by the Browser. The entirety of finished assembled work can be saved and stored by the client, and can be rebuilt with any website platform. The client owns the website “finished assembled work” upon completion and final payment of the project. This ownership is to include design, photos, graphics, source code, text, and any program(s) specifically designed or purchased on behalf of the Client for completion of this project.

7) IMAGERY, CLIPARTS AND FONTS All imagery, clipart and fonts used in our templates are royalty-free and are an integral part of our services. This limited-usage License gives you the right to use images and fonts only as a part of the services we provide for you. Any other type of usage or distribution is prohibited.

8) UNAUTHORISED USE You may not place any of our template materials, modified or unmodified, on a diskette, CD, website or any other medium and offer them for redistribution or resale of any kind without prior written consent from Tucker Dean Pty Ltd (trading as Wellsites & My Dental Marketing).

9) ASSIGNABILITY You may not sub-license, assign, or transfer this license to anyone else without prior written consent from Tucker Dean Pty Ltd (trading as Wellsites & My Dental Marketing).

10) WELLSITES BRANDING All websites designed by Tucker Dean Pty Ltd (trading as Wellsites & My Dental Marketing) MUST keep the Wellsites or My Dental Marketing brand name. Our brand name can only be removed once 80% of the website has been altered. This applies to all hosting environments. Failure to do so will incur a license fee of 5 times the value of the website plus legal fees.

11) INDEMNIFICATION You agree to indemnify, defend, and hold harmless Tucker Dean Pty Ltd (trading as Wellsites & My Dental Marketing) from any and all liability, penalties, losses, damages, costs, expenses, attorneys’ fees, causes of action or claims caused by or resulting indirectly from your use of the service which damages either you, your clientele, Tucker Dean Pty Ltd (trading as Wellsites & My Dental Marketing), or any other party or parties without limitation or exception.

12) NO WARRANTY Tucker Dean Pty Ltd (trading as Wellsites & My Dental Marketing) makes no warranties or representations of any kind for the services being offered. The service is provided on an “as is” and “as available” basis without warranties of any kind, either express or implied, including but not limited to warranties of title, non-infringement, or implied warranties of merchantability or fitness for a particular purpose. No advice or information given by Tucker Dean Pty Ltd (trading as Wellsites & My Dental Marketing) or its agents or employees shall create a warranty. Under no circumstances shall Tucker Dean Pty

Ltd (trading as Wellsites & My Dental Marketing) be liable for any direct, indirect, special, punitive, or consequential damages that result in any way from your use of or inability to use the service, or for third parties' use of the service to access your Web space, or to access the Internet or any part thereof, or your or any third parties' reliance on or use of information, services, or merchandise provided on or through the service, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, or any failure of performance.

You understand that by placing information on Tucker Dean Pty Ltd's (trading as Wellsites & My Dental Marketing) servers that such information becomes available to all Internet users and that Tucker Dean Pty Ltd (trading as Wellsites & My Dental Marketing) has no way of limiting or restricting access to such information or protecting such information from copyright infringement. You assume total responsibility and risk for your use of Tucker Dean Pty Ltd's (trading as Wellsites & My Dental Marketing) servers, services, and the Internet. It is solely your responsibility to evaluate the accuracy, completeness, and usefulness of all opinions, advice, services and other information, and the quality and merchantability of all merchandise provided through Tucker Dean Pty Ltd (trading as Wellsites & My Dental Marketing) or on the Internet generally.

Your use of the service is at your sole risk. Tucker Dean Pty Ltd (trading as Wellsites & My Dental Marketing) is not responsible for files and data residing on your account. You agree to take full responsibility for files and data transferred and to maintain all appropriate backup of files and data stored on Tucker Dean Pty Ltd's (trading as Wellsites & My Dental Marketing) servers.

You agree not to interfere with the operation of the system. You further agree not to interfere with the proper operation of other systems reachable through the Internet, including any attempt at unauthorized access. You agree to adhere to system policies as published by Tucker Dean Pty Ltd (trading as Wellsites & My Dental Marketing), including restrictions on services available with each service type, restrictions on certain features, and all other policies. Tucker Dean Pty Ltd (trading as Wellsites & My Dental Marketing) may change its policies and restrictions without notice. You agree to abide by any and all future policy decisions pertaining to your service with Tucker Dean Pty Ltd (trading as Wellsites & My Dental Marketing).

13) ADMINISTRATION ACCESS Tucker Dean Pty Ltd (trading as Wellsites & My Dental Marketing) will have their own administration login to each client's website. We will use this login to perform software upgrades periodically to ensure that each client's website is running with the latest versions of software. This excludes any third party software bought by the customer and is not part of WordPress.

Tucker Dean Pty Ltd (trading as Wellsites & My Dental Marketing) are always looking to improve security on a client's website. Tucker Dean Pty Ltd (trading as Wellsites & My Dental Marketing) will install new software to help aid security.

The login will also be used when a client requests additional functionality e.g creation of forms, resetting passwords, or for any other administrative task that a client has requested.

14) THIRD PARTY PLUGINS Clients who install their own plugins or third party software **MUST** take full responsibility. Tucker Dean Pty Ltd (trading as Wellsites & My Dental Marketing) will not be responsible for any problems that might have directly or indirectly arisen due to the installation of say plugin. Clients will be liable to pay Tucker Dean Pty Ltd (trading as Wellsites & My Dental Marketing) at their standard hourly rate for correcting those problems.

Tucker Dean Pty Ltd (trading as Wellsites & My Dental Marketing) will upgrade any valid plugins as part of their standard upgrade procedure to ensure the Client's site is kept up-to-date.

15) AGREEMENT ACKNOWLEDGEMENT This agreement supersedes any written, electronic, or oral communication you may have had with Tucker Dean Pty Ltd (trading as Wellsites & My Dental Marketing) or any agent or representative thereof, and constitutes the complete and total agreement between the parties. Should any provision of this agreement is determined to be invalid or unenforceable, all other provisions shall remain in full force and effect and said provision shall be reformed only to the extent necessary to make it enforceable. By using our services or placing or maintaining any data on Tucker Dean Pty Ltd's (trading as Wellsites & My Dental Marketing) servers you are stating and acknowledging that you have read the aforementioned Service Agreement and that you understand such Service Agreement and agree to be bound by it.

16) CHANGES We may change any of the above Terms by posting revised Terms and Conditions on our Website. Unless you terminate your account, the new Terms will be effective immediately and apply to any continued or new use of our services.