

WebOracle Terms & Conditions 2022

Office Level 4, 180 Albert Road,
South Melbourne VIC 3205
Post PO Box 2008
South Melbourne Vic 3205

P 1300 505 763

ABN 15 141 602 780

weboracle.com.au



Terms

Please take time to thoroughly read through our Terms and Conditions. By engaging WebOracle for any digital services (including but not limited to website development, digital marketing and SEO campaigns) you are agreeing to these Terms and Conditions. WebOracle reserves the right to revise any part of our Terms and Conditions at any time. Our packages do not include eCommerce or Plugin functionality.

Website Development Package Terms and Payment

If not agreed separately and outlined on the booking form, payments will be divided over two payments. Work will not commence until the first payment has been received. Stage One: prior to commencing any work, WebOracle will require a 50% deposit. At this stage we will activate your domain name with a landing page which will commence your monthly hosting fees. Stage Two: 50% due on delivery of website. The final 50% payment will be processed the day prior to a website going live and will not, under any circumstances, be delayed for failure to supply content to WebOracle. These payments will be processed via the form of payment given on the website booking form. Any staged periodic payments require to be set up via direct debit.

Refunds Policy

Refund Policy on the Start-Up Suite (Sweet!) Package & Refresh & Reposition Package

Prior to work commencing: You will be eligible for a complete refund of your package value if no work has commenced on your project from when we receive payment of your deposit, to when we receive notice in writing that you are cancelling your website project and request a refund.

Once work has commenced: Once we have commenced work on your project no refund is available. WebOracle will not be liable or held responsible for loss of earnings through online transactions associated to you or your client in the event of any refund(s).

If a Quotation Variation is not accepted for a variation of a proposal of works or a request for additional work by the client, WebOracle reserve the right to cancel the project.

If there are any funds that have not been used throughout the project will be refunded to a nominated account

Refund Policy on all Digital Marketing Services

Prior to work commencing: You will be eligible for a refund of your deposit if no work has commenced on your project from when we receive payment of your deposit, to when we receive notice in writing that you are cancelling your project and request a refund.

Once work has commenced: Once we have commenced work on your project no refund is available. WebOracle will not be liable or held responsible for loss of earnings through online transactions associated to you or your client in the event of any refund(s).

Online Marketing Campaigns cannot be cancelled once we have received your signed Proposal and work has commenced. The Contract can only be cancelled after the agreed term of the Contract has expired. To cancel any Contract whereby the term has expired WebOracle will require 30 days written notice in advance.

Website Content Publishing

It is entirely your responsibility to supply WebOracle the content, images and logo for your Website. WebOracle is able to source stock images for your Website at an estimated cost of \$50 per image. This cost may vary depending on the purchase price of the image. Should graphic design work be required such as logo design, flyers or business cards this will be charged at an hourly rate of \$150 per hour.

Work will not commence on your Website until this information has been received.

Rounds of Changes

Three rounds of changes are allocated to Websites both in concept design phase and again during the build of the Website. Rounds of changes required over the allocated number of rounds of changes will incur additional fees.

e-Commerce Websites

WebOracle will load one product per category for e-commerce websites. It is the Client's responsibility to load and manage all product and content in their on-line stores. WebOracle will provide one one-on-one training session on the use of the Website and the CMS our South Melbourne offices. Off site training sessions will be charged at \$150 per hour.

Website Footer Reference

All Websites include a discrete footer reference and link to WebOracle's services. Sites requiring clean footers will be charged an additional flat fee of \$2,500.

Website Hosting Fee

We will commence charging your monthly fee upon activation of your domain name and landing page. Your account incurs costs for things such as support, domain name, email hosting, bandwidth, server disk space and system upgrades and therefore the hosting fee must commence at this stage.

The monthly hosting fee must be set up on either a periodic direct debit from a nominated bank account or credit card payments. We do not accept cheques, direct deposits or cash for hosting fees. We are not able to offer monthly invoicing for website hosting. Should your monthly hosting fall in arrears of more than 30 days your website will be deactivated until which time the account is up to date.

The term of hosting with WebOracle is either 12 or 24 months depending on the agreement at time of booking and a minimum term of 12 months. Hosting is subject to an annual rate review and any changes will be advised via email one month prior. Sites are not able to be packaged and moved to another hosting provider. By contracting the services of Web Oracle you agree to hosting your website with Web Oracle for the life span of your website. You are billed for the month in advance. If you cancel your service, you will not be billed again. However, you will not be eligible for a refund or partial refund for the previous payment, regardless of how much of the current month you have used.

Requests to cancel an account must be in written format. Once we receive your request we will reply with a written confirmation of cancellation. Additional hosting fees: Data Transfer and Disk Space. Your monthly fee includes: 10GB disk space 10GB monthly data transfer additional space = 0.40c/MB additional data = \$20/GB. Additional charges will be billed at the end of each calendar month.

Website Images & Content

If we use stock imagery on your Website you do not own these images, ownership is retained by the image rights owner. Such images can therefore not be used or re-used for any other purpose and can only be used as they were placed onto your Website by us. Any editing of the dimensions in which they appear may contravene their usage rights. Do not copy the images and use them in other promotional materials. If you are looking to own the images on your Website or use them for another purpose then please contact us and we will endeavour to put you in contact with the image rights owner. This of course does not apply to images that you own and provide to us for use on your website.

Intellectual Property

The system that runs your website remains the property of WebOracle at all times. The coding, programming and intellectual property that creates your website is owned by WebOracle. In purchasing a website package with us you do not own the style, design and graphic design of the Website. You own all of the content that you place onto your website. The style and design on your website will not be made available to you if you select to leave WebOracle. Intellectual property will be calculated at 20% of the purchased price of the Website.

Website Content

Websites from WebOracle cannot be used to disseminate, communicate, store or transmit: content sexually-explicit in nature; information that contains virus', worms or malicious elements; Copyright infringing data; trade secret protected data; data that infringes on any intellectual property, publicity rights or privacy rights; is defamatory, harassing or threatening; relates to illegal business operations or schemes; contains deliberately misleading, incomplete or deceptive content; or is deemed inappropriate by WebOracle.

Contract Cancellation

If a client has signed off on a proposal of works, WebOracle reserve the right to stop working on a project if we deem that the deliverables have changed based in the proposal provided or if the hours allocated to the project are exceeding the timeframes and estimated timelines within the proposal. The pricing in the proposal is based on the deliverables within the proposal and if there are any change requests or additional functionality that has not been identified in the proposal WebOracle will provide a Quotation Variation for the additional works; if this is not accepted, we then reserve the right to terminate the contract at which time all files and assets of work will be provided to the client.

All deliverables are noted in the proposal and plugins and API's are provided by name in the sitemap as the single source of truth.

Links

As part of your Website build and ongoing hosting WebOracle has the right to include back-links from your Website to WebOracle. If you do not want the back-link on your Website we may be able to negotiate a fee for the removal of the links.

Promotional Material (Including Social Media Posts)

WebOracle reserves the right to use client Websites, web designs, layouts, wireframes and collateral in advertising and / or marketing initiatives, including Social Media posts. This may include portfolio examples on our Website, case studies and other promotional initiatives. Please advise at the time of booking if you would like to be excluded from such activity.

WebOracle reserves the right to post any client commissioned work to our Social Handles to highlight our recent work and capabilities. These posts will serve as promotional material for potential clients to view and engage our services. By signing our proposal you agree to these terms.

Support

WebOracle provides a telephone helpdesk during business hours 9am - 5:00pm and 24/7 online ticketing support. General Support is included in your monthly hosting fee and support requests must be lodged through our online ticketing system at <https://www.weboracle.com.au/support/>. All support requests must be submitted to be officially recognised. The following attracts our support fee of \$150 per hour in 30 minute increments:-Support from staff other than our Helpdesk staff (e.g General Manager or Designer) Face-to-face support and/or on-site training Content changes after Website approval. Design changes after Website approval HTML/CSS/Coding training, support or troubleshooting. All application training and support (i.e. Photoshop, flash etc). All customer computer hardware issues that we can help with, this is outside of our expertise so is not a guaranteed service.

Service level Agreements

All Service level Agreements (SLA) will be based on a term provided in a proposal which will outline the specific service requested by the client (Your Business) and mutually agreed by WebOracle. Each SLA will be managed by a specific team member from WebOracle for a nominated amount of hours each month. The cost of the service will be provided in a separate proposal (SLA). Cancellation of the SLA can only be terminated one month in advance in writing or on the due date of contract completion at which time another agreement will need to be presented and signed off by the client (You).

Response Time

All support issues requiring less than 2 hours work will be fixed within 24 hours of the request being received via our support ticket system. If faster support is required then this will attract a surcharge of \$150. Support issues requiring more than 2 hours work will be given a fixed time frame and will attract a surcharge of \$150 per hour.

Your Privacy

Your privacy is important to us. We will never sell, lease or distribute your contact details to any 3rd party. We will only reveal data pertaining to your account if compelled to do so by law.

Use of Email Newsletters and Databases

If you choose to use our email newsletter facility you must abide by the relevant electronic messaging laws. By using our email newsletter system you agree to not use the system for the purpose of spam. Only send emails to addresses that have requested to receive information from you. We will not be responsible for the emails and any electronic correspondence sent from our system by you. We will fully co-operate with relevant legal authorities requiring information about the efforts of spammers.

Fair Use Policy

We employ a Fair Use Policy to our Websites. If we believe, for any reason, that you are not behaving in a manner expected of WebOracle customer then we reserve the right to terminate your account - effective immediately.

Hosting

All Websites built by WebOracle must be hosted by us. We endeavour to provide at least 99.9% uptime on all of our hosting. Your Website must be hosted on our servers for the duration of your contact with us. Given the nature of our Content Management System (CMS) we cannot build or support your Website unless it is hosted by us. If you require Website Migration there will be a fee of \$695 added to the final billing cost. These costs are for administration and packaging of your existing site.

Website Up Time

We make efforts to ensure that our Websites and all of our services are online 24x7 every day of the year. However, this will not always be the case. There are times when our Website will be down for reasons outside our control. When our service is offline we will do our best to get it online as soon as possible. We will not be held responsible for damage, events or losses directly or indirectly related to our Website being offline.

Domain Name Management and Renewal

WebOracle will manage domain names registered for you via our domain reseller. Domain management includes automatic domain name renewal via your nominated hosting account details. .com.au domain name renewals are due every two years.

Domain Name Transfers

Domain Names are the exclusive property of the Website owner or person/s who originally purchased the domain name. In order for the Domain Name to be transferred to a new supplier the website owner will need to either lodge a Support Ticket from our Website or email accounts@weboracle.com.au to request the relevant transfer information.

Liability

We will not be held liable for any action or inaction relating to our service. We believe that our system is highly secure from the actions of hackers, viruses and other problems on the internet but can make no guarantees. It is up to you to back-up and ensure the integrity of your data offline. If your Website is offline then please contact us and we will endeavour to fix the problem as soon as possible. We will not be liable for loss of sales, leads or reputation from using our service.

SEO Contract Terms and Payment

WebOracle offers a variety of arrangements for SEO Campaigns. These include but are not limited to Fixed Term Contracts and Month-by-Month Agreements. This allows all Clients to have flexibility and the option of a 'No Lock-In Contract'. If not agreed separately and outlined on the Engagement Form, payments will be set up via Direct Debit, and will be paid monthly in advance.

Contract Obligation – If you fail to make payments for services rendered you will be liable for all additional third-party recovery fees. This will include month-to-month and fixed term contracts. If you have decided to end a fixed term contract you will be liable for the full amount of the remaining balance along with any additional third party charges.

Our billing cycle is on the 1st of each month, payable within 7 days. Where a Client engages our services on any date other than the 1st of the month, their first invoice will be at a reduced, pro-rated rate, before starting the normal billing cycle from the 1st of the following month.

Where a Client selects a Month-by-Month Agreement, they are responsible for providing 30 days written notice of intention to conclude the tenure of the Agreement. All cancellations must be emailed directly to accounts@weboracle.com.au. The 30 days' notice period starts from the date the email is sent to WebOracle Accounts.