



Atrakt Terms & Conditions

Effective from February 2017

Please read the following carefully before placing an order with Atrakt. Receipt of an order constitutes acceptance on the part of the client to be bound by these Terms & Conditions. Confirmation of a received order, either verbally, via email or signed contract, shall be deemed a contractual agreement between Atrakt and the client, whereupon these Terms & Conditions will apply and shall constitute the entire agreement between Atrakt and the client.

All prices quoted in any proposal are valid for 14 days from date of proposal.

Intellectual Property / Copyright

Intellectual property rights - any intellectual property rights generated for an Atrakt client, including, but not limited to trademarks, drawings, diagrams, design, artwork, photographs, digital photographs, Standard HTML, ASP code, PHP code, Perl code, database coding and JavaScript, work manipulated on behalf of an Atrakt client, work commissioned by an Atrakt client, passwords, access codes, & Flash code specific to the Atrakt's client's website, will remain the property of Atrakt.

All website content is to be provided by the client, unless otherwise specified by the client at the time of order where intellectual property rights will apply, and no responsibility is taken by Atrakt for any images or text displayed on the website, that subsequently has existing copyright associated with it, that may cause grievance with the original owner.

Web - General Terms & Conditions

Atrakt cannot be held responsible for any virus that may be passed on to any computer from the web server, or by email.

Atrakt cannot guarantee web server security, and cannot be held responsible for any loss, or misuse by third parties, of any data that is captured and/or stored on the web-server, even using SSL encryption. If the Website Maintenance package is purchased, Atrakt will conduct weekly back up's, updates and security checks.





Atrakt cannot guarantee inclusion, and/or rankings within any search engines. Atrakt will register client's websites with relevant search engines and will engage SEO (Search Engine Optimisation) services to improve the searchability of their site.

If the Website Hosting Package is purchased, Atrakt will endeavour to host the website on a 24 hours a day basis, through a partnership with a professional web hosting company, but cannot be held responsible for any downtime of the web server or other equipment, connected to the Internet, which causes the client's website to be off-line for any reasonable amount of time, or causes loss of revenue on an e-commerce enabled website. This is applicable to website hosting and any email POP3 accounts and email forwarding.

Atrakt will not be held responsible for any problems arising from the client's own email account and Internet Service Provider (ISP) and cannot be held responsible for any software or hardware problems on the client's equipment.

If the website that is hosted by Atrakt on behalf of the client exceeds the stated bandwidth allowance, then Atrakt Visual Communication will pass on any extra charge to the customer.

No illicit material is allowed on any website hosted by or designed by Atrakt. Atrakt will inform the relevant authorities if any such material is discovered.

Without prejudice to other rights and remedies, Atrakt reserves the right to immediately suspend the client's website from the internet, and suspend any email services if the client's account is in arrears, whether the website is hosted by Atrakt or not. A \$50 reconnection fee for each suspended service will be incurred by the client, which must be paid before services are restored. Suspension of the client's website and/or email does not relieve the client of the obligation to pay all outstanding charges. Clients will be considered to be in default and services shall remain suspended until full payment is received.

Copyright / Licence Agreements

Under the 1998 Copyright, Designs and Patents Act, ownership of copyright remains the property of Atrakt as author. The licence to reproduce such artwork is only granted to the client on the understanding that all invoices are paid within Atrakt's stated payment terms. The Client agrees that all modifications to artwork created by Atrakt shall be carried out by Atrakt. Atrakt also asserts its moral right to be identified as the author of its work.





Reproduction rights (if and when granted) are strictly limited to the use and period of time specified on Atrakt's Licence Agreement. An agreement must be reached with Atrakt before the artwork is used for a different or additional purpose or after the licence to use has expired. Reproduction rights are strictly limited to the use, period of time, territory and media specified in the contract. Images are supplied to the client by way of loan only.

No property or copyright in any images shall pass to the Client whether on their submission or on Atrakt's grant of reproduction rights in respect thereof. The Client may reproduce the pictures only:

- a) with the prior written consent of Atrakt and
- b) after payment of the appropriate reproduction fee and
- c) in the medium or media for which an appropriate Licence Agreement has been granted.

A Licence Agreement only becomes effective once all invoices have been paid in full, and no images may be used or reproduced without a licence. Any such use or reproduction will be considered breach of copyright and appropriate legal action will result.

Reproduction rights are not issued exclusively to the client except when specified on the invoice and by payment of an additional exclusive rights fee.

Reproduction rights granted are personal to the Client and may not be assigned, nor may any picture submitted to the Client be loaned or transferred to third parties save for the purpose of the exercise by the Client of such reproduction rights. Any reproduction rights granted are by way of Licence and no partial or other assignment of copyright shall be implied.

Atrakt reserves the right to refuse to supply or grant a reproduction licence to a third party when requested to do so by the Client.

Atrakt reserves the right to terminate any Licence Agreement by giving written notice to the client if:

- (i) the client is in breach of any term of this Agreement; or
- (ii) the client becomes insolvent; or
- (iii) an administrative receiver or a receiver is appointed or a resolution is passed to wind up the client ; or
- (iv) the client ceases to trade.





In instances where the Client requests copies from media that they have supplied, all work is undertaken on the assumption that the Client has obtained written permission from the legal copyright holder for copies to be made. The Photographer may contact the copyright holder of the said image to confirm that authorisation to copy the image has been given. The Client agrees that they will fully indemnify the Photographer in respect of claims for copyright violation made by a third party.

All original negatives, transparencies and digital files created by Atrakt remain the property of Atrakt. Atrakt will ensure that all such materials are stored safely for the Client and make them available for future reproduction in return for the relevant fee.

Payment Terms

In addition to any payment terms set out above, Atrakt Visual Communication's payment terms are strictly due date of invoice, unless otherwise stated and agreed in writing. Atrakt reserves the right to request payment of a deposit (up to 50%) on all new accounts.

Atrakt reserves the right to charge a late payment fee of 10% of the agreed / quoted price compounded every 30 days past due date until amount is paid in full.

Atrakt reserves the right to request full payment in advance from any client requiring further services, where that client has previously defaulted on payment.

General

Failure by Atrakt Visual Communication to exercise or enforce any rights under these conditions shall not be deemed to be a waiver of any such rights at any time or times thereafter.

Any notice hereunder shall be deemed to have been duly given if delivered by hand or sent by first class prepaid post, fax or electronic mail to the party at its last known address.

Atrakt Visual Communication shall, under no circumstances, be liable for any damages resulting from loss of profits or any interruption of business arising out of or in connection with these Terms & Conditions.





If at any time during the term of the agreement a client fails to meet acceptable standards of creditworthiness, Atrakt Visual Communication reserves the right to invoice the client in advance the full amount of any further work.

Atrakt (www.atrakt.com.au) is a brand based in Perth, Western Australia and is therefore governed by Australian law. This is still applicable for anybody who can view the website in any other country, and / or has contact with Atrakt by any other means of communication such as electronic mail, fax or post, without necessarily having viewed the website.

Atrakt, the brand, sustains the Caiv Foundation. The Caiv Foundation is a private foundation, not for profit and non government organisation. No GST will be charged. All Atrakt invoices are to be accepted as a business expense. If required, Caiv Foundation will supply relevant ATO forms so that the Client may process invoices as a business expense.

Atrakt may be substituted for proxy in the form of contracted writer, photographer, web developer, art director, creative director, graphic designer, presenter, programmer, research assistant, marketing consultant, administrator or assistant.

Thank you for reading Atrakt's terms & conditions. Atrakt has a history of conducting itself with honesty and integrity, being reasonable and client focused. I trust they meet your approval and I look forward to working with you soon.

