

LEGAL TERMS

AMARYLLIS QUILL

[NOTE: WE ARE NOT LAWYERS AND ARE NOT GIVING YOU LEGAL ADVICE IN PROVIDING THESE TERMS AND CONDITIONS ("T&CS"). WE RECOMMEND YOU CONSULT WITH YOUR OWN LEGAL AND/OR PROFESSIONAL ADVISORS ABOUT THE SUITABILITY OF THESE T&CS FOR YOUR PARTICULAR NEEDS. WE WILL NOT HAVE ANY RESPONSIBILITY FOR ANY EVENTS OR LIABILITIES THAT ARISE IN CONNECTION WITH YOUR ACCEPTANCE OF THESE T&CS.]

TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS ARE ENTERED INTO BY AND BETWEEN AMARYLLIS QUILL ("CONTRACTOR") AND THE PRIOR-IDENTIFIED VIA THE TERMS AND CONDITIONS FORM ("CLIENT") AND FORM AN AGREEMENT GOVERNING THE PROVISION OF SERVICES BY CONTRACTOR FOR CLIENT PURSUANT TO CONTRACTOR'S PROPOSAL (THE "PROPOSAL", AND TOGETHER WITH THESE TERMS AND CONDITIONS, THE "AGREEMENT"). CONTRACTOR AND CLIENT MAY BE REFERRED TO HEREIN INDIVIDUALLY EACH AS A "PARTY" AND COLLECTIVELY AS THE "PARTIES".

EFFECTIVE DATE. THIS AGREEMENT WILL BECOME EFFECTIVE ON THE DATE OF CLIENT'S ACCEPTANCE OF CONTRACTOR'S PROPOSAL.

SERVICES. CONTRACTOR WILL PROVIDE THE CLIENT WITH THE SERVICES SET FORTH IN THE PROPOSAL (THE "SERVICES") PURSUANT TO THE SCHEDULE OR TIME FRAME SPECIFIED IN THE PROPOSAL (THE "SCHEDULE", OR IF NO SUCH SCHEDULE IS SPECIFIED, WITHIN A REASONABLY TIMELY MANNER).

CLIENT COOPERATION. CLIENT ACKNOWLEDGES AND AGREES THAT CONTRACTOR'S TIMELY AND PROFESSIONAL PROVISION OF THE SERVICES IS DEPENDENT AND SUBJECT AT ALL TIMES TO CLIENT'S COOPERATION AND TIMELY PROVISION OF ALL CONTENT AND MATERIALS NECESSARY FOR THE COMPLETION OF THE SERVICES (THE "CLIENT MATERIALS").

FEES. AS COMPENSATION FOR THE SERVICES, CLIENT WILL PAY CONTRACTOR THE FEES AS SET FORTH IN THE PROPOSAL (THE "FEES"). THE FEES AS SET FORTH IN THE PROPOSAL ARE EXCLUSIVE OF ANY WIX HOSTING CHARGES, ADDITIONAL APP FEES, DOMAIN FEES, TAXES, ASSESSMENTS OR OTHER GOVERNMENTAL CHARGES.

PAYMENT. THE FEES WILL BE PAID BY CLIENT TO CONTRACTOR PURSUANT TO THE SCHEDULE SET FORTH BELOW UNLESS OTHERWISE STATED ON INVOICE OR PROPOSAL.

PAYMENT TERMS:

- WEBSITE REDESIGNS AND DESIGNS: 50% COD, 50% 14 DAYS FROM COMMENCEMENT DATE ON PROPOSAL
- ONGOING MONITORING INVOICES DUE 14 DAYS FROM INVOICE DATE *1ST INVOICE DUE COD
- ALL OTHER INVOICES DUE COD
- PRICING SUBJECT TO CHANGE WITH NOTICE
- WEBSITE WILL NOT BE PUBLISHED OR TRANSFERRED UNTIL PAYMENT IS MADE IN FULL FOR INVOICE, AND ANY ADDITIONAL INVOICES RESULTING FROM WEBSITE DEVELOPMENT .

CHANGES. IN THE EVENT CLIENT MAKES ANY REQUESTS FOR ADDITIONAL WORK BEYOND THE SCOPE OF THE SERVICES SET FORTH IN THE PROPOSAL, CONTRACTOR MAY AMEND THE FEES OR OTHERWISE PROVIDE CLIENT WITH A SEPARATE PROPOSAL FOR SUCH ADDITIONAL WORK WHICH WILL BE MUTUALLY EXECUTED BY THE PARTIES.

EXCLUSIONS

OUT OF SCOPE; WIX HOSTING FEES, PLATFORM FEES, DOMAIN CHARGES, ADDITIONAL DUTIES, REVIEWS, REPAIRS, PAGES, POSTS, STORIES, PRODUCTS, CUSTOM PHOTOGRAPHY, APPS, OUT OF SCOPE OR ITEMS NOT QUOTED IN PROPOSAL

OUT OF SCOPE

- CONSULTATIONS \$170 1 HOUR SESSION (\$42.50 PER 30MINS AFTER FIRST HOUR, TRAVEL WITHIN MANDURAH INCLUDED)
- HOURLY RATE FROM \$85 PER HOUR
- CHARGED AT A RATE OF \$42.50 PER 30MINS AFTER FIRST HOUR

EXPENSES. CLIENT WILL REIMBURSE CONTRACTOR FOR ALL REASONABLE EXPENSES, AS SET FORTH CONTRACTOR'S INVOICE OR AS OTHERWISE PRE-APPROVED BY CLIENT IN WRITING.

CLIENT IS LIABLE FOR ALL WIX CHARGES. FAILURE TO REIMBURSE FOR ANY WIX CHARGES WILL RESULT IN THE WEBSITE BEING SHUT DOWN AND WIX SUBSCRIPTION CANCELLED. IT IS CLIENTS RESPONSIBILITY TO RE-INSTATE THE WIX WEBSITE.

SHOULD THE CLIENT FAIL TO COMPLETE THE WEBSITE OWNERSHIP TRANSFER, WIX PAYMENTS WILL NOT BE ABLE TO GO THROUGH AND THIS CAN RESULT IN THE WEBSITE FAILING TO PUBLISH LIVE.

TERM. THIS AGREEMENT WILL BECOME EFFECTIVE ON THE PROPOSAL ISSUE DATE AND CONTINUE UNTIL WORK HAS BEEN COMPLETED PER PROPOSAL OR TERMINATED BY EITHER PARTY AS SET FORTH HEREIN.

TERMINATION FOR CAUSE. EITHER PARTY MAY TERMINATE THIS AGREEMENT IN THE EVENT THE OTHER PARTY IS IN MATERIAL DEFAULT OF THIS AGREEMENT AND FAILS TO CURE SUCH DEFAULT WITHIN [28] DAYS FOLLOWING WRITTEN NOTICE OF THE DEFAULT TO BY THE NON-DEFAULTING PARTY.

TERMINATION WITHOUT CAUSE. EITHER PARTY MAY TERMINATE THIS AGREEMENT UPON [28] DAYS FOLLOWING WRITTEN NOTICE TO THE OTHER PARTY. UPON TERMINATION BY CLIENT AS SET FORTH IN THIS SECTION, CLIENT WILL PAY TO CONTRACTOR ALL FEES AND EXPENSES INCURRED FOR SERVICES PERFORMED BY CONTRACTOR PRIOR TO THE EFFECTIVE TERMINATION OF THIS AGREEMENT.

REPRESENTATIONS AND WARRANTIES. EACH PARTY REPRESENTS AND WARRANTS TO THE OTHER PARTY THAT IT HAS THE FULL RIGHT AND POWER TO ENTER INTO THIS AGREEMENT, AND THAT THE TERMS OF THIS AGREEMENT DO NOT IN ANY WAY CONFLICT WITH ANY EXISTING COMMITMENT OF THAT PARTY.

CLIENT MATERIALS. CLIENT GRANTS CONTRACTOR THE RIGHT TO USE THE CLIENT MATERIALS FOR THE PURPOSE OF PROVIDING THE SERVICES PURSUANT TO THIS AGREEMENT. CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT CLIENT IS SOLELY RESPONSIBLE FOR THE IP RIGHTS, CONTENT, COMPLETENESS AND ACCURACY OF ALL MATERIALS PROVIDED BY CLIENT TO CONTRACTOR FOR THE COMPLETION OF THE SERVICES AS WELL AS ALL MATERIALS AND CONTENT ON THE WEBSITE AND ANY RELATED MATERIALS PURSUANT TO THIS AND ANY ARISING PROPOSAL. IN NO EVENT WILL CONTRACTOR BE LIABLE FOR ANY INACCURACY, ERROR, MISTAKE OR INSUFFICIENCY RESULTING FROM CONTRACTOR'S USE OF THE CLIENT OR THIRD PARTY MATERIALS.

CONFIDENTIALITY. "CONFIDENTIAL INFORMATION" MEANS ANY INFORMATION THAT EITHER PARTY DISCLOSES OR PROVIDES ACCESS (DIRECTLY OR INDIRECTLY) (THE "DISCLOSING PARTY") TO THE OTHER PARTY (THE "RECEIVING PARTY") IN ANY AND ALL MEDIUMS (WHETHER ORAL, WRITTEN, GRAPHIC OR IN ANY OTHER FORM). THE RECEIVING PARTY AGREES THAT IT WILL TAKE ALL REASONABLE PRECAUTIONS TO PROTECT AND SAFEGUARD THE CONFIDENTIAL INFORMATION AND WILL NOT DISCLOSE ANY CONFIDENTIAL INFORMATION EXCEPT (1) TO THOSE OF ITS EMPLOYEES, OFFICERS, CONSULTANTS, ATTORNEYS OR ACCOUNTANTS WHO HAVE A NEED TO KNOW THE CONFIDENTIAL INFORMATION AND ARE BOUND TO CONFIDENTIALITY OBLIGATIONS SIMILAR TO THOSE SET FORTH IN THIS AGREEMENT; OR (2) IF THE RECEIVING PARTY IS REQUIRED TO DISCLOSE THE CONFIDENTIAL INFORMATION IN CONNECTION WITH ANY JUDICIAL, GOVERNMENTAL, OR ADMINISTRATIVE PROCEEDINGS OR PURSUANT TO APPLICABLE LAW. THIS SECTION WILL SURVIVE THE TERMINATION OF THIS AGREEMENT.

DISCLAIMER. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR WILL NOT BE LIABLE TO CLIENT FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING ANY DAMAGES ARISING FROM ERRORS, MISTAKES OR INACCURACIES IN CLIENT CONTENT; LOSS OF USE OR PROFITS RESULTING FROM THE USE OF ANY DELIVERABLES PROVIDED BY CONTRACTOR; OR ANY EVENTS BEYOND THE REASONABLE CONTROL OF CONTRACTOR, INCLUDING INTERNET FAILURES, ACTS OF GOD, WAR, TERRORISM, FIRES, FLOODS, OR NON-PERFORMANCE BY ANY THIRD PARTIES. CONTRACTOR DISCLAIMS ALL WARRANTIES, TO THE FULLEST EXTENT PERMITTED BY LAW, WHETHER EXPRESS OR IMPLIED, IN CONNECTION TO THE RESULTS THAT MAY BE OBTAINED FROM CLIENT'S USE OF THE SERVICES OR THE DELIVERABLES PROVIDED IN CONNECTION WITH THE SERVICES.

LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT, WHETHER THE CLAIM IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, WILL CONTRACTOR'S AGGREGATE LIABILITY TO CLIENT ARISING OUT OF OR IN CONNECTION TO THIS AGREEMENT EXCEED THE FEES ACTUALLY PAID BY CLIENT TO CONTRACTOR PURSUANT TO THIS AGREEMENT DURING A PERIOD OF TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. THIS SECTION WILL SURVIVE THE TERMINATION OF THIS AGREEMENT.

CONFLICT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THESE TERMS AND CONDITIONS AND THE TERMS OF THE PROPOSAL, THE TERMS SET FORTH IN THESE TERMS AND CONDITIONS WILL CONTROL WITH RESPECT TO SUCH CONFLICT, UNLESS STATED OTHERWISE IN THE APPLICABLE PROPOSAL.

NOTICES. ANY NOTICE GIVEN BY ONE PARTY TO THE OTHER PARTY IN CONNECTION WITH THIS AGREEMENT WILL BE GIVEN IN WRITING AND WILL BE SENT BY EMAIL, FIRST CLASS MAIL, OR CERTIFIED OR REGISTERED MAIL WITH RETURN RECEIPT REQUESTED, AND WILL BE DEEMED TO HAVE BEEN GIVEN [NUMBER (#)] DAYS AFTER MAILING, [NUMBER (#)] HOURS AFTER TRANSMISSION OF EMAIL, OR IMMEDIATELY UPON EXPLICIT ACKNOWLEDGEMENT OF RECEIPT. NOTICE MAY BE PROVIDED TO THE ADDRESSES FOR THE PARTIES AS SET FORTH ON THE PROPOSAL, OR TO SUCH OTHER ADDRESSES AS THE PARTIES MAY FROM TIME TO TIME NOTIFY EACH OTHER IN WRITING.

RELATIONSHIP OF THE PARTIES. THE RELATIONSHIP OF THE PARTIES IS THAT OF INDEPENDENT CONTRACTORS. THE PARTIES AGREE THAT THIS AGREEMENT DOES NOT CREATE AN EMPLOYMENT, AGENCY, PARTNERSHIP OR SIMILAR RELATIONSHIP BETWEEN THE PARTIES.

MODIFICATION AND AMENDMENT. THIS AGREEMENT MAY BE MODIFIED, SUPPLEMENTED, AMENDED OR REVISED ONLY IN A WRITING SIGNED BY BOTH OF THE PARTIES.

GOVERNING LAW. THIS AGREEMENT WILL BE GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF [JURISDICTION], WITHOUT REGARD TO ANY CONFLICT OF LAW PRINCIPLES.

VENUE. ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT WILL BE INSTITUTED IN THE COURTS OF [JURISDICTION]. THE PARTIES AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH LEGAL ACTION OR PROCEEDING.

ASSIGNMENT. THIS AGREEMENT IS SPECIFIC TO THE CLIENT AND MAY NOT BE ASSIGNED, IN WHOLE OR IN PART, BY CLIENT WITHOUT THE EXPRESS WRITTEN CONSENT OF THE CONTRACTOR.

SEVERABILITY. IF ANY PROVISION OF THIS AGREEMENT IS HELD INVALID OR UNENFORCEABLE, WHETHER IN WHOLE OR IN PART, FOR ANY REASON, SUCH HOLDING WILL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF ANY OTHER PROVISION OF THIS AGREEMENT, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

WAIVER. NO WAIVER OF ANY PROVISION OF THIS AGREEMENT WILL BE BINDING UNLESS EXECUTED IN WRITING BY THE PARTY MAKING THE WAIVER, NOR WILL ANY WAIVER CONSTITUTE A CONTINUING WAIVER OR BE DEEMED A WAIVER OF ANY OTHER PROVISION OF THIS AGREEMENT.

ENTIRE AGREEMENT. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES, AND SUPERSEDES ANY AND ALL OTHER AGREEMENTS BETWEEN THE PARTIES, WHETHER WRITTEN OR ORAL, WITH RESPECT TO THE SUBJECT MATTER HEREOF.