



Terms & Conditions

Our desire is to provide superior customer service and satisfy our clients. This document sets forth the terms of agreement between us to minimize misunderstandings.

Authorization

Digital World IT (hereby referred to as Developer) provides Web Design, Web Development, Web Hosting and Maintenance, Domain Name Registration, Database Development, E-Commerce Programming, Application programming and Consultancy services.

The above named client (referred to herein as "Client") is engaging Digital World IT, located at 1/315 -317 Barry Road, Campbellfield, VIC, 3061, for the specific purpose of Web site design and online ordering application programming. This application is to be installed and used on only Digital World IT hosting servers.

Application Development

Developer will provide the application design, development, programming and other consulting services to create the "Project", all as set forth in the Client Application Project Worksheet (as noted in the meetings), agreed to by the parties and attached and made a part hereof.

All the relevant information will be supplied by the client for the project

As agreed in the specification section of this agreement, will detail the job list for the project, services provided, and an estimated cost based on the work detailed in the project documentation. Notwithstanding any prices listed in literature the client and Digital World IT agree that the templates of the services described in the specification section of this agreement, shall be completed upon the amount that was agreed on, when the deposit payment is paid. The final payment shall reflect and include all elements actually completed and agreed upon.

The Developer will provide email and telephone assistance to the Client's designated representatives regarding management of the Client's application project.

Application Service

Application Service does not include complete application re-construction. If the client or an agent other than Digital World IT attempts updating the client's application, time to repair the application will be assessed at the hourly service rate.

The service period commences (after agreed with the client) upon the date the application is installed on the client's office desktop. Changes requested by the client beyond those limits will be billed at our standard service rates.

Cost and Payment

Fees to Digital World IT are due and payable on the following schedule:

50% upon signing this Agreement,

50% when the Application project has been constructed according to the client's original written specifications.

The Client and Digital World IT agree to the prices listed as agreed in Project Documentation. The client agrees to pay Digital World IT an initial deposit of %50 of the contract price, upon signing of this agreement, and before Digital World IT will begin work on the client's application. The client agrees to pay remaining (50%) amount due, when all work is completed to Digital World IT, upon completion of the project. The client agrees to pay Digital World IT service rate charger (per hour), for updating or changing any fields on the client's application in the future, per the client's request. All payments must be made promptly. Delinquent bills will be assessed and if payment is not received within 10 days of the due date. Notification will be sent out to the client. If an amount remains delinquent 30 days after the due date an additional 5% penalty will be added each month of delinquency. Digital World IT reserves the right to remove the application from the client's office desktop until final payment is made. Should collection activities become necessary, the client agrees to pay all fees relating to say activity.

All payments will be made in Australian Dollars.

Warranties and Liability

You agree to indemnify and hold Digital World IT harmless from all liabilities, damages, claims, actions, proceedings and expenses, including all legal fees and expenses, arising out of the use of your service or your breach of any term of this agreement in any way. Digital World IT does not warrant that the function of this application will meet the client's expectations of site traffic or resulting business. In no event will Digital World IT be liable to the client for any damages, including lost profits, lost savings, or other incidental, consequential or special damages arising out of the operation of or inability to operate this application. The client agrees not to hold Digital World IT responsible for the failings of any office Computers and computer settings.

Trademarks and Copyrights

The client represents to Digital World IT and unconditionally guarantees that any text, graphics, photos, designs, logos, trademarks or other artwork furnished by the client for inclusion in this application are owned by the client, or that the client has permission from the rightful owner to use each of these elements, and will hold harmless, protect and defend Digital World IT from any claim or suit arising from the use of such elements furnished by the client.

Rights to Application

Upon final payment of this contract, all rights owned by Digital World IT as to the design, graphics and text used in this Web Site transfer to the client. Rights to certain photos, graphics, source codes, work-up files and computer programs in this online ordering application are specifically not transferred to the client, and remain the property of their respective owner (Digital World IT). Program works only on the digitalit.com.au hosting server. Digital World IT retains the right to use this project in their portfolio as an example of their work and to use the clients name on the Digital World IT client list. Digital World IT also retains the right to include a small logo at the bottom of the application that the application was made by Digital World IT.

**Confidentiality**

The Digital World I.T. agrees that:

Except as authorized or required by their duties under this agreement, The Digital World I.T. must not reveal to any person, any trade secrets, secret or confidential operations, processes or dealings or any information concerning the Company's business or the organization, which may come to their knowledge before, during or after the term of the Agreement engagement.

Cancellation and Refund Policy

If the client chooses to terminate this contract and applies by registered letter to Digital World IT for a refund within 10 days of signing this contract, work completed shall be billed at the fee agreed upon in this contract, and deducted from the initial down payment, the balance of which, if any, shall be returned to the client. If, at the time of request for termination and refund, work has been completed beyond the amount covered in the initial down payment, the client shall be liable to pay for all work completed at the fees agreed upon in this contract. No portion of the initial down payment will be refunded unless written application is made within 10 days of signing this contract.

Legal Restrictions

Digital world IT, services may be used for lawful purposes only. Submission, transmission, or maintenance of any information or materials in violation of any state or federal statutes and/or regulations is prohibited.

This includes, but is not limited to, material legally judged to be threatening or obscene. Digital World IT reserves the right to refuse service to the Client without providing reason or cause.

Additional Services

Any additional services requested after final payment, and completion of the original application, must be requested in writing. If additional services are requested, extra charge will apply.

Additional services to be added to this agreement.

General

We reserve the right to modify any part of the agreement, including the rates, the billing terms and the procedures for payment, at our sole discretion, at any time, on 14 days notice to you. This agreement incorporates by reference all terms, conditions and notices which are either posted on the service or notified to you directly from time to time.

This agreement is governed by and construed in accordance with the laws of Australia.

The two parties hereby agree to the terms and conditions of this Agreement. This agreement constitutes the entire understanding of the parties mentioned. Any changes or modifications there to must be in writing and signed by both parties.