

Please read below essential information about working with NAFCORP TECHNOLOGIES.

Last Updated: 02 May 2023

GENERAL

By making your first payment to NAFCORP TECHNOLOGIES you are confirming that you have read, and are in agreement with, the terms and conditions outlined below.

DEFINITIONS

NAFCORP TECHNOLOGIES, We: NAFCORP Pty Ltd.

Client, You, Your: The person or entity requesting the services of NAFCORP Pty Ltd.

Website: This term is used for all electronic media design. Including, but not limited to, micro sites, virtual tours, interactive maps, e-books, e-brochures, Content Management Systems.

Application: This term is used for all computer program or software designed to perform a specific function or set of functions. Typically installed on a computer or mobile device and can be used to perform a specific task or set of tasks.

Project: Refers to anything that is created by NAFCORP TECHNOLOGIES. Including, but not limited to, graphic design, website design, photography, video and programming.

COMMUNICATION, REQUESTS, APPROVALS AND SIGN-OFF

NAFCORP TECHNOLOGIES accepts emails as a legally binding form of communication. All project requests, approvals and final sign-off should be made via email even if verbal confirmation was given.

QUOTATION

1. Before a project quotation can be given, NAFCORP TECHNOLOGIES requires a full project brief to be supplied by the client. A PDF document entitled NAFCORP TECHNOLOGIES Design Brief Guide will be supplied to help you with creating your project brief.
2. Quotes are valid for 10 full working days from the date of issue.
3. If the quote is not accepted via an email confirmation within the 30 days, and project deposit not paid (see Payment Terms), then a new quote must be obtained. Fees may change due to material costs or NAFCORP TECHNOLOGIES fee alterations.
4. Should the client make any variations or additions to the design brief after receiving the quotation, or during project development, then a new quote must be obtained.
5. All prices quoted are estimates only. Quotations are based upon projected working hours and costs of materials at the time of quotation and are subject to amendment to meet any rise or fall in such rates/costs.

PAYMENT TERMS

1. The full project cost is split into two payments of 50%, 50%.
2. 50% deposit is required, plus all content and materials (see Supply of Content), before any work commences on the clients project.
3. 50% final payment is due before receipt of finished artwork or application or website going live. Proofs or full working demonstrations will be shown for client's final approval at this stage. Client must officially sign-off on finished artwork via email.
4. No finished artwork will be supplied, nor will a application or website go live, until final payment is made.
5. The client agrees to make payments within 7 days or 14 days respective of the invoice.
6. NAFCORP TECHNOLOGIES would like to note that it prioritises early paying clients. Also, NAFCORP TECHNOLOGIES reserves the right to cease production of a project for clients who have not paid. Said project may also be placed at the bottom of the list of priorities.
7. An urgency fee (double the current hourly rate) will be charged to any client requesting work within a time frame that NAFCORP TECHNOLOGIES regards as short notice.
8. NAFCORP TECHNOLOGIES also reserves the right to suspend services or remove a website from being live should payments be overdue. In such an event, the client is still liable for the costs to date.
9. Should the client wish to cancel a project or service at any stage then the client is liable for the cost of any work completed to date. Cancellations should be made via email even if verbal confirmation was given.
10. Following consistent non payment of an invoice NAFCORP TECHNOLOGIES will seek legal action.

SUPPLY OF CONTENT

1. If your company has a Style Guide, regardless of how simple or complex it may be, then it is imperative that we receive this information at the beginning of the project in order to help us maintain the continuity of YOUR brand. If this information (or similar) is supplied after work has begun then penalty fees may apply for any work needing to be re-created or edited.
2. All written content MUST be supplied in electronic format (Word document, email, or similar). You will be solely responsible for the content of your project. NAFCORP TECHNOLOGIES is not responsible for proofreading any content.
3. All supporting visual material such as logos and images should be emailed to NAFCORP TECHNOLOGIES if possible. If file sizes are too large then we will provide link or folder location for uploading file or material.

CONTENT LIABILITY

1. The client is solely responsible for the integrity of the written and/or visual content of any project that NAFCORP TECHNOLOGIES is requested to create. The client will obtain all the necessary permissions and authorities in respect of the use of all copy, graphics, registered company logos, names and trademarks or any other material supplied by the client. Supply of aforementioned material by the client shall be regarded as a guarantee by the client to NAFCORP TECHNOLOGIES that all such permissions and authorities have been obtained.
2. Clients are required to ensure that all content meets the current Australian legislation regarding publications.
3. The client shall indemnify NAFCORP TECHNOLOGIES in respect of any claims, costs and expenses that may arise from any material included in their project by NAFCORP TECHNOLOGIES at the client's request.
4. Any project content you supply to NAFCORP TECHNOLOGIES to be used in any form, you hereby warrant that these do not infringe the rights of third parties and indemnify NAFCORP TECHNOLOGIES against any action taken against NAFCORP TECHNOLOGIES by any such third party.
5. NAFCORP TECHNOLOGIES reserves the right not to include any material supplied by the client if NAFCORP TECHNOLOGIES deems it inappropriate or offensive.

PROJECT TIMELINES/DEADLINES

1. NAFCORP TECHNOLOGIES endeavours to respect all project timelines discussed with the client. However, all timelines provided by NAFCORP TECHNOLOGIES are estimated on a pre-determined length of time that NAFCORP TECHNOLOGIES considers realistic for the completion of said project without any unforeseen problems. The timeline is an estimation and not a 100% guarantee that the project will be complete by that date.
2. All project content is required before the project start date. If the client does not provide ALL content before this date then all timelines discussed are void.
3. If a client requests changes or additions outside of the original brief during project development then all timelines discussed are void.
4. Clients should be aware that providing content one day late does not simply add one day to the timeline. NAFCORP TECHNOLOGIES will begin the next project in line where ALL content has been provided and the original project will be placed further down the queue.
5. NAFCORP TECHNOLOGIES will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines.

TYPICAL PROJECT PROCESS

INITIAL PHASE

- Project brief & research to be completed and Meetings with Director
- Quote sent / Quote accepted
- 50% deposit to schedule the project
- Second meeting with Director/Programmer for project requirements
- Technical discussion regarding hosting, emails, data etc
- All content provided.

DESIGN PHASE

- Concept development begins
- Concept presentation with 2 rounds of revisions
- Concept sign-off

PROTOTYPING & BUILD PHASE

- Application or website development & build
- Development link submitted to client for review
- Application or website feedback & changes
- Final review and signoff

LIVE PHASE

- Remaining 50% is due
- Application or website goes live.
- Live testing and checking

APPLICATION and WEBSITE SPECIFIC INFORMATION

Domain name registration

1. All domain names that NAFCORP TECHNOLOGIES register and manage on behalf of the client will always remain the clients property. Clients should contact NAFCORP TECHNOLOGIES directly if they choose to manage the domain name themselves at a different location. We don't manage domain unless written request is sent to us via email by the client
2. NAFCORP TECHNOLOGIES will charge an hourly rate for any management of a domain name outside of the NAFCORP TECHNOLOGIES domain name management account.

Hosting (with NAFCORP TECHNOLOGIES)

1. NAFCORP TECHNOLOGIES prefers clients to host their application & website on the NAFCORP TECHNOLOGIES server for quality and technical reasons but also for easy management, installation, trouble shooting and technical support. The determined yearly fee for hosting includes 1 domain name and management.
2. Hosting with NAFCORP TECHNOLOGIES provides the client with (at no extra cost): Server management, domain name management, website management and technical support including the setup of emails, databases, and other server side operations that NAFCORP TECHNOLOGIES deems part of the services offered. We are not responsible for 3rd party technology or making it compatible with our technology. Nor are we responsible for application & website hacking.
3. NAFCORP TECHNOLOGIES does not cover technical support for your personal home/office computer or software.
4. NAFCORP TECHNOLOGIES insist that you host your website on the NAFCORP TECHNOLOGIES server if you require a NAFCORP TECHNOLOGIES Content Management System.
5. NAFCORP TECHNOLOGIES takes no responsibility for loss of business due to server down time, errors or hacking.

Hosting (3rd party server)

If you choose to host your application or website on a 3rd party server then NAFCORP TECHNOLOGIES would like you to consider the following:

1. Your chosen server may not be compatible with some of the code in the application or website that we design for you. Especially if your application or website makes use of a database.
2. NAFCORP TECHNOLOGIES does not offer technical support for 3rd party servers.
3. NAFCORP TECHNOLOGIES will charge an hourly rate for any work involving the 3rd party server.

Application or Website/server errors and liabilities

1. NAFCORP TECHNOLOGIES will endeavour to ensure that your application or website and any scripts or programs are free of errors but cannot accept responsibility for any losses incurred due to malfunction.

Application or Website /Server Hacking

1. NAFCORP TECHNOLOGIES cannot be held responsible for any hacking, malicious code or illegal activities of a third party that affect the Client's website.

SEARCH ENGINE OPTIMISATION (SEO)

1. NAFCORP TECHNOLOGIES offers no ranking guarantee for your website on Search Engines.
2. Your website will be generated with the basic level of SEO using google tag manager and google analytics
3. Comprehensive SEO campaigns are available.

CONTENT MANAGEMENT SYSTEM (CMS)

1. Certain components of our CMS are the intellectual property of NAFCORP TECHNOLOGIES, and we require all websites we create with a CMS to be hosted on our servers.
2. If a client wishes to take their application or website to a 3rd party server they will need to pay a fee (monthly rate) to NAFCORP TECHNOLOGIES for the rights to use the intellectual property on another server. Or NAFCORP TECHNOLOGIES can strip certain components from the CMS and the 3rd party company can re-style or re-program the missing elements.

GRAPHIC DESIGN/PRINT SPECIFIC INFORMATION

1. It is the client's responsibility to make sure all information is correct before going to print. A proof will be provided for final approval. If errors are found after printing, the client is still liable for payment.
2. NAFCORP TECHNOLOGIES uses the services of a 3rd party company for printing. The 3rd party may change from project to project. NAFCORP TECHNOLOGIES is under no obligation to divulge the identity of the 3rd party printer.
3. The client is welcome to source their own printer but is then responsible for forwarding all printing specifications to NAFCORP TECHNOLOGIES BEFORE the design of the project commences.

4. Print colour may vary from print run to print run and/or from job to job or from front to back. It will almost definitely vary slightly between different print stock depending on the absorbency of the paper, the differences between matte and gloss and other factors.
5. Colours will definitely vary from screen to print. Unless a specific colour code is provided NAFCORP TECHNOLOGIES will endeavour to match the colour from screen to print to the best of our ability.
6. NAFCORP TECHNOLOGIES take no responsibility for errors or colour matching based on materials from 3rd party design agencies.

PERMISSIONS, COPYRIGHT AND INTELLECTUAL PROPERTY

1. All project creation files, including programming code, created by NAFCORP TECHNOLOGIES remains the intellectual/creative property of NAFCORP TECHNOLOGIES.
2. NAFCORP TECHNOLOGIES also retains copyright of all original project design/graphics/photography/video and programming code (unless specifically agreed) and may only be commercially reproduced or resold with the permission of NAFCORP TECHNOLOGIES. The client is permitted to use this material only as expressly authorised by NAFCORP TECHNOLOGIES.
3. NAFCORP TECHNOLOGIES cannot take responsibility for any copyright infringements caused by materials submitted by the client.
4. NAFCORP TECHNOLOGIES reserve the right to re-use technical components developed during a project and will retain intellectual property rights on each development.
5. NAFCORP TECHNOLOGIES shall be free to reproduce, use, disclose, display, exhibit, transmit, perform, create derivative works, and distribute any item from your project unless specifically agreed otherwise.
6. NAFCORP TECHNOLOGIES observes Privacy Laws and Guidelines relating to personal data.

ERRORS, TECHNICAL SUPPORT AND MAINTENANCE

1. NAFCORP TECHNOLOGIES offers technical support for application or website hosted with NAFCORP TECHNOLOGIES (does not include hacking or malicious code related issues). Clients who host their application or website on a 3rd party server are required to contact the 3rd party company themselves for any technical issues. NAFCORP TECHNOLOGIES will charge an emergency rate for support on 3rd party servers.
2. NAFCORP TECHNOLOGIES does not offer technical support for the general use of your computer and any installed software there on.
3. From time to time, one of the many software/technical applications that a application or website uses to function may be upgraded by the 3rd party company, creating errors. NAFCORP TECHNOLOGIES will always endeavour to make sure that any application or

website created by NAFCORP TECHNOLOGIES, and hosted on our server, remains in a functioning order based on NAFCORP TECHNOLOGIES specifications.

4. NAFCORP TECHNOLOGIES takes no responsibility for loss of business due to server down time, errors or hacking.
5. NAFCORP TECHNOLOGIES is not responsible for your internet service, home or office IT, home or office networking, computers, 3rd party software/technology, faxes, printers, routers, home or office mail-servers, phones, PDA's, mp3 players, radio and TV transmissions, or any other technical/electronic devices. Clients are encouraged to contact the technical support department for the product purchased or the support department of the company used to install said devices at your location.