

Ikonik Media

More than an creative studio - a one stop shop.

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1.0 About Ikonik Media

Creating websites without hassle, brands without confusion and campaigns that rise above the noise.

All brands have a story, and all stories deserve to be told. But the truth is, I am mostly one person who has done what you're trying to do – grow your skills and passions into a business that you are proud of. For over a decade, Ikonik Media has been creating compelling websites and design that align with clients' business objectives and exceed expectations. My passion is to help find what makes your company grow and my mission is to deliver impact.

I know how hard it can be to get the ball rolling and get your ideas off of the ground, so at Ikonik Media, I always provide honest advice and a stress free creative service at a fair price.

I am not afraid of a deadline. That doesn't mean I am sitting at my desk all weekend (sometimes it does). It means I ask the right questions, establish your business goals and work with you to achieve them.

I love what I do.

Ikonik Media is a slightly different creative agency. I'm addicted to impressing clients and my ability to differentiate brands from the crowd ensures real results. Ikonik Media is known for the honesty and disruptive approach.

Size doesn't matter.

At Ikonik Media the size of your project doesn't matter. I am compelled to partner with ambitious brands, big and small. I've worked on diverse projects across many industries and love to make a splash in any market.

Building Partnerships.

Just like diamonds, my relationships are forever. I'm the coach in your corner, not just showing up to the game but changing how it's played. I cultivate ideas, dismantle walls and help light the fuse for growth.

2.0 Our Agreement

Between myself, Ikonik Media, and you.

Summary

I will always do my best to fulfill your needs and meet your goals, but sometimes it's best to have a few things written down so that we both know what's what, who should do what and what happens if stuff goes wrong. In this agreement you won't find complicated legal terms or long passages of unreadable text (they are at the end of the document). I have no desire to trick you into signing something that you might later regret. I do want what's best for the safety of both parties, now and in the future.

In short

You are hiring me (Iryna Korzh trading under Ikonik Media) located at 122 High Street, Preston 3072 to design and or develop a website/ design marketing collateral for the estimated total price as outlined in the quote and inclusive of all items outlined in the quote.

What Do Both Parties Agree To Do?

As our customer, you have the power and ability to enter into this contract on behalf of your company or organisation. You agree to provide me with everything that I'll need to complete the project at the start – including text, images and other information – as and when I need it and in the format I ask for. In most cases, you will be asked to provide the final content at the start of the project. You agree to review my work, provide feedback and approval in a timely manner too. Deadlines work two ways and you'll also be bound by any dates that we set together. You also agree to stick to the payment schedule set out at the end of this contract.

I have the experience and ability to perform the services you need from me and I will carry them out in a professional and timely manner. Along the way I will endeavour to meet all the deadlines set but I can't be responsible for a missed launch date or a deadline if you have been late in supplying materials or have not approved or signed off my work on-time at any stage. If it looks like I am going to miss a deadline I will advise you of such in a reasonable amount of time before the approaching deadline. I don't like being late. On top of this I'll also maintain the confidentiality of any information that you give me.

Getting Down to the Nitty Gritty

Design

If I am designing your application I'll create designs for the look-and-feel, layout and functionality of your website. My standard agreements include one main design plus the opportunity for you to make up to two rounds of revisions with two hours in total (or 1 hour for a budget site). If you're not happy with the designs at this stage (this never happens), you will pay me in full for all of the work that I have produced until that point and you may either cancel this contract or continue to commission me to make further design revisions at my standard design rates. You assume ownership of any custom designs I have made for you on handover. If you have requested me to use designs made by a 3rd party, you are responsible for the licensing of these.

HTML and CSS Layout Templates & CMS Templates

If the project includes HTML markup and CSS templates, I'll develop these using valid HTML and CSS code. If you require the ability to edit your website, I will use Wordpress CMS with a customised premium theme or the Front End page designer Elementor. All marketing collateral will be designed in a standard design software Adobe, with you receiving the final PDF file, unless otherwise agreed. The landscape of web browsers and devices changes regularly and my approach is to look forward, not back. With that in mind I will test all my markup and CSS in current versions of all major desktop browsers to ensure that we make the most from them.

Users of older or less capable browsers or devices will experience a design that is appropriate to the capabilities of their software.

I do not cater for people using Microsoft Internet Explorer and cannot predict the behaviour of that browser.

I will also test that these templates perform well on Apple's iPad. I will not test old or abandoned browsers, for example Microsoft Internet Explorer 6 or 5.5 for Windows or Mac, previous versions of Apple's Safari, Mozilla Firefox or Opera unless otherwise specified. If you need me to consider these older browsers, I will charge you at my standard old browser rate for any necessary additional design work, development and testing.

Text Content

I am not responsible for writing or inputting any text copy unless I specified it in the original estimate. I'll be happy to help though, and in addition to the estimate I will charge you at our standard copywriting or content input rate.

Photographs & Other Media

You will supply me with photographs in optimised digital format (1550 pixels wide and 72 DPI). For some E-Commerce sites, I will require specific product image sizes (e.g square) so your site looks the best it can. If you choose to buy stock photographs I can suggest vendors of stock photography. Any time spent searching for appropriate photographs (unless agreed prior to this) will be charged at my standard discovery rate. All other media will be provided in digital format.

Changes and Revisions

I know from plenty of experience that fixed-price contracts are rarely beneficial to you, as they often limit you to your first idea about how something should look, or how it might work. I don't want to limit either your options or your opportunities to change your mind. The estimate/quotation prices at the beginning of this agreement are based on the amount of work I estimate I'll need to accomplish everything that you have told me you want to achieve.

If you do want to add extra pages/products, photography (yes I do this too!) provide content, add new functionality, need an IT consultation - that won't be a problem. However, you will be charged accordingly and you will be notified of the additional costs/hours before the extra work commences.

The one or two free hours are included, of course, after which I will let you know how many additional hours each new task will take. I'll be up front about all of this if and when it happens to make sure we're all on the same page before proceeding. I also ask you to put requests in writing so we can keep track of changes. If the nature or functions of the project change significantly throughout the process, I reserve the right to deem the current project cancelled. At this point you will pay me in full for all the work I have done and may commission me to complete the new project based on the new requirements. This will require a new quote and contract.

Website Hosting

You may already have professional website hosting, you might even manage that hosting in-house; if that's the case, great. If you don't manage your own website hosting, or your current hosting environment does not support the solution I am providing, I can set up an account at one of my preferred, third-party hosting providers. I will charge you a one-off fee for installing your site on this server, plus any statistics software such as Google Analytics, then the updates to, and management of that server, plus any support issues will be up to you. I am not a website hosting company and so do not offer or include technical support for website hosting, email or other services relating to website hosting. Please note, I cannot be liable for the site speed if this is to do with your hosting provider.

Post Launch Technical Support

After your website launch / handover I will happily fix any defects or bugs found for a period of 14 days. Defects are defined as errors with functionality or omissions in project deliverables. Any defects found during the warranty period must be logged with me in writing within 7 days from website launch/handover, otherwise they will be billed to fix at my standard hourly support rate. Correctly lodged defects will be attended to with utmost priority but I cannot guarantee a response time.

Liability & Handover

I can't guarantee that the functions contained in any web page templates or in a completed website will always be error-free as they often use 3rd party software and so I can't be liable to you or any third party for damages, including lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate this website and any other web pages, even if you have advised me of the possibilities of such damages.

If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. Phew!

Copyrights

You guarantee to me that any elements of text, graphics, photos, designs, trademarks, or other artwork that you provide me for inclusion in the website are either owned by your good selves, or that you have permission to use them.

When I receive your final payment, copyright is automatically assigned as follows:

- You own the graphics and other visual elements that I create for you for this project.
- Any files given should be stored really safely as I am not required to keep them or provide any native source files I used to make them.

You also own text content, photographs and other data you provided, unless someone else owns them. I own the markup, CSS, photography (if taken by me) and other code and I license it to you for use on only this project. I love to show off my

work and share what I have learned with other people, so I reserve the right to display and link to your completed project as part of my portfolio and to write about the project on websites, in magazine articles and in books about web design.

Payments

I am sure you understand how important it is as a small business that you pay the invoices that I send you promptly. As I am also sure you'll want to stay friends, you agree to stick tight to the following payment schedule.

- 50% deposit up front
- 50% balance once the website is ready to go live
- 10% if the invoice is later than what is stated on the invoice

NB: If you are unable to supply all of the right content at this stage, it does not mean I have not done my job. Once the site has been tested and is ready to go live, either with your content or placeholder images and dummy text, I will issue the final invoice. Once the final invoice is paid I will hand over the keys. At your request, I can provide a user guide to put your own content in once it's ready. I am also available for personal training at my hourly rate. If the final invoice is not paid within the credit terms I have given you, I am under no obligation to keep the site on my testing server or continue with the project in any way.

Last Bits

Just like a parking ticket, you can't transfer this contract to anyone else without my permission. This contract stays in place and need not be renewed. If for some reason one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place. Although the language is simple, the intentions are serious and this contract is a legal document under exclusive jurisdiction of the courts of Victoria, Australia.

Authorising this project requires a signature below or written approval of the estimate/quote issued by Iryna Korzh (trading as Ikonik Media).

Signed for

Signed for

3.0 Formal Terms & Conditions

1. Our Quotation

1.1 You have received our proposal and quotation. Before we commence any work on your behalf, a copy of the proposal and quotation must be approved by you (an agreement) in writing.

1.2 Once we have a valid and binding Agreement, project work can commence. (Placement of an order for design or development, or any service offered by us submitted in a valid form constitutes acceptance of the proposal and the quotation in the terms and conditions that are set out in this document). 50% of the total quoted price must be paid to commence the project. The remaining 50% to be paid upon completion, before handover.

2. Other Services

2.1 Charges for additional services will become fully payable at the time of the acceptance of the quotation for those services.

3. Quotations And Estimates

3.1 If a quotation cannot be given, an estimate will be provided. An estimate may be accepted in the same way as a quotation. The provisions of this Agreement will apply to an estimate in the same way as they apply to a quotation.

4. Alterations

4.1 If you request alterations, those new works required as a result of your request are payable by you. By accepting the terms and

conditions in this document you are accepting any additional costs associated with the carrying out of such alterations. Alteration costs will be charged at the applicable hourly rate for the task performed.

4.2 You agree that we have no responsibility for any amendment made by a third party before or after a web initiative is released.

5. Rights Of Access To Website Construction

5.1 You agree to allow us all necessary access to computer systems and other hardware (wherever that is situated) in order to carry out the work. You will cooperate in the provision of necessary read/write permissions, usernames and passwords. NOTE: You also agree to allow us access to any computer systems, user names and/or passwords required to remove data (including necessary access to premises) when there is a failure to comply with these terms and conditions.

6. Data Format

6.1 You will supply data to us in a form which enables us to perform our services under the contract. Without limiting the foregoing, text is to be supplied in an electronic format as standard text (.txt), MSWord (.doc) on CD Rom, USB drive or via email. Images and logos must be of a quality suitable to the job. Additional expenses may be incurred for any steps required to be taken to enable use of the supplied information, including (but not limited to) photography and art direction, photography searches, media conversion, digital imaging processing, or data entry services.

7. Design & Develop Website Services

7.1 We agree to set up and design your website in accordance with the design guidelines you provide. We may present a number of draft design concepts, and your contribution to finalisation of the design is welcome. If we have not quoted for or included multiple design concepts or revisions in your quote then we are not obligated to provide them. Our price will allow for the making of minor changes to the resulting work at no additional cost to you, provided the changes are requested within 7 days of submission of the work for final approval and provided they do not include items or design functionality not included within the scope of the project.

7.2 You can advise minor changes by email but will be required to provide written confirmation in writing. Once the web design is complete in accordance with your signed acceptance of the final concept (7.1), it is considered finished. We reserve the right to require full payment in advance if changes are requested at this stage.

Web Standards And Accessibility

8.1 We agree to design websites and web applications to the strictest current W3C standards (XHTML Strict) where the clients' own design requirements permit such efforts. With that in mind we will test all our markup and CSS in current versions of all major desktop browsers to ensure that we make the most from them. Users of older or less capable browsers or devices will experience a design that is appropriate to the capabilities of their software.

We do not cater for people using Microsoft Internet Explorer and cannot predict the behaviour of that browser. We will also test that these templates perform well on Apple's iPad. We will not test old or abandoned browsers, for example Microsoft Internet Explorer 6 or 5.5 for Windows or Mac, previous versions of Apple's Safari, Mozilla Firefox or Opera unless otherwise specified. If you need us to consider these older browsers, we will charge you at our standard old browser rate for any necessary additional design work, development and testing.

8.2 We will make all reasonable efforts to meet standards compliance, and to the extent that there is a deficiency in respect of standards compliance we will correct and amend that deficiency during the standard warranty period. The scope of the warranty is limited to deficiencies or defects deemed fair and reasonable in all the circumstances. That matter is judged at our discretion. We accept no responsibility for failure to meet a given standard or provide relevant accessibility.

Search Engine Submission

9.1 We cannot guarantee any particular placement in search engine site ranking. Acceptance by a particular search engine cannot

be guaranteed. The time it takes for a particular web site to appear in search results varies from one search engine to another. You agree and acknowledge these matters and accept that they are beyond our control.

Hosting

10.1 You may already have professional website hosting, you might even manage that hosting in-house; if that's the case, great. If you don't manage your own website hosting, or your current hosting environment does not support the solution we are providing, we can set up an account for you at one of our preferred, third-party hosting providers. We will charge you a one-off fee for installing your site on this server, plus any statistics software such as Google Analytics, then the updates to, and management of that server, plus any support issues will be up to you. We are not a website hosting company and so do not offer or include technical support for website hosting, email or other services relating to website hosting. **We are not responsible for the site speed if the site is hosted on your server of choice.**

Web Site Warranty Period

11.1 We agree to guarantee any web site or web application to be free of defect for a period of 14 days from launch. Defects are defined as errors with functionality or omissions in project deliverables. Any defects found during the warranty period must be logged with us within 7 days from website launch/handover, otherwise they will be billed to fix at our standard hourly support rate. Correctly lodged defects will be attended to with utmost priority but we cannot guarantee a response time. As the websites we build are constructed with 3rd party Open Source & Premium software, Ikonik Media is not accountable for changes to, issues with or issues caused by these applications. Clients will be shown how to keep their websites updated in the included hand over user guide.

11.2 Defects (as defined in 11.1) identified outside the 14 day period are generally not covered free of charge. We reserve the right to charge to carry out corrections or alterations outside the warranty period.

11.3 This warranty does not extend to typographical errors or otherwise apply to materials supplied by you.

Design And Development Credits

12.1 You agree to allow us to place a small site credit in the footer of your website and to link our web site from yours. This will usually be in the form of a small logo or line of text placed towards the bottom of the page or screen. You also agree to allow us to place your web site(s) and other designs on our own website for demonstration purposes and to use such designs in our own publicity. If you do not wish to have a Ikonik Media site credit please let us know and we can remove this for you.

Cancellation

13.1 You may cancel an order by telephone or email provided you confirm cancellation by ordinary post in writing. Deposits are non-refundable. The balance of monies due, up to and including the current project milestone, must be paid within 30 days of cancellation.

Payment Terms

14.1 Our project proposal will include a payment schedule. You agree to accept the payment schedule. If a payment schedule has not been identified in your project proposal then the following terms apply:

(a) A deposit is required for any project

(b) The deposit fee is 50% of the project cost and is payable prior to commencement

(c) The remaining project charges are to be paid at project completion, prior to live site rollout. If extra hours were spent due to your hosting server's errors (e.g previous database errors/hacks) you will be charge for the extra hours.

14.2 Payment terms are 14 days unless otherwise negotiated. Unpaid invoices attract an extra charge of 10% per month. Payments are made EFT. If you require an alternative payment method this will need to be requested before the 14 day period is up.

Payment Defaults

15.1 An account shall be considered to be in default if it remains unpaid for 14 days from the date of invoice or after a returned cheque. We shall be entitled to remove or restrict access to your content or our material from any and all computer systems or web servers until the amount due has been paid. Removal of the material does not extinguish liability to pay the amount due. If your

account falls into default you agree to pay our reasonable legal costs and third-party collection agency fees in the enforcement of your liability. Furthermore, reinstatement of materials may incur a processing fee at our applicable hourly rates.

Copyright Notice

16.1 You guarantee to us that any elements of text, graphics, photos, designs, trademarks, or other artwork that you provide us for inclusion in the website are either owned by your good selves, or that you have permission to use them. You agree to indemnify us in respect of any liability and/or costs associated with a claim made by a third party in respect of the use of such materials. This indemnity includes our reasonable legal costs. Furthermore you agree to allow us to remove and/or replace any file which has been used in breach of a third party copyright.

16.2 When we receive your final payment, copyright is automatically assigned as follows: You own the graphics and other visual elements that we create for you for this project. We'll give you a copy of all files and you should store them as we are not required to keep them or provide any native source files we used to make them. You also own text content, photographs and other data you provided, unless someone else owns them. We own the markup, CSS and other code and we license it to you for use on only this project.

Licence

17.1 All custom applications developed by us (ex CMS platforms) utilise our own proprietary libraries of code. We retain copyright in respect of said code. The code creates a significant competitive advantage and is our valuable intellectual property. You are not under any circumstance allowed to access the source code. On request we may develop sites or further applications utilising the code on your behalf, at cost.

17.2 The use of this software or web site is licensed to you and this licence continues as long as the software is used in respect of the particular web initiative which has been designed and developed by us for you. The licence does not permit you to make any amendment or alteration to the software, or the web initiative.

17.3 If we're developing a Wordpress Website for you, this utilises open source software which we do not own, nor do you. However you may require specific plugins that have associated yearly or one off costs for their licenses. Ikonik Media will provide a 1 year license for all plugins used to build your site at cost price, unless you have provided them. After this one year, you will be responsible for renewing any licenses you still require to maintain your site. We can include licenses in our monthly support agreements - contact us for more info.

Disclaimer

18.1 We make no warranty of any kind express or implied for any product or service supplied. We will not be responsible for any damage resulting from our products or supplies. To the extent that liability may not be excluded, our liability is limited to payment of an amount equivalent to our fee.

18.2 We are not responsible for any loss or consequential loss of data, or non-delivery of products or services how so ever caused. Whilst we will take reasonable steps to avoid loss, we accept no responsibility for the performance or quality of materials or any consequential loss arising from their failure. You agree not to hold us responsible for any such loss or damage. To the extent that any amount is payable to you said amount shall not exceed the fee paid by you.

Subcontractors

19.1 We reserve the right to use the services of subcontractors, agents and suppliers at our discretion.