

This Privacy Statement sets out HexFX Design Services' general policy in relation to our privacy obligations to you and our management of personal information collected, used or disclosed as a result of your use of the HexFX Design Services web site.

**Respecting your personal information and your right to privacy**

At HexFX Design Services, protecting your privacy and the confidentiality of your "personal information" is very important to us and is fundamental to the way we serve you.

Personal information means information or an opinion (including information or an opinion forming part of a database) we hold about you from which we can determine your identity. For example, we may collect and use your name and address details when you acquire or use particular HexFX Design Services products or services. Collecting and using this personal information ensures we can deliver our services to you as efficiently as possible.

At HexFX Design Services, we know that giving your personal information to us imposes a serious responsibility upon us. We are committed to protecting your personal information. Where your personal information may be disclosed, and to the extent that we can, we believe in giving you a choice as to whom we may disclose your personal information, who may use your personal information and how that personal information may be used.

We believe that our Privacy Policy complies with the requirements of the Privacy Act 1988.

**Collection of your personal information**

Generally, HexFX Design Services will collect personal information directly from you and only to the extent necessary to provide a product or service or to carry out our internal administrative operations. For example, we may collect personal information from you when you fill in our online email form, deal with us over the telephone, ask us to contact you after visiting our web site or have contact with us in person.

We will collect personal information from you by lawful and fair means and not in an unreasonably intrusive way.

The type of personal information we may collect from you generally comprises name, company name, address, phone, fax and e-mail and information collected as a result of you using or acquiring particular HexFX Design Services products or services.

**Use and disclosure your personal information**

The personal information we collect from you allows us to provide you with better customer service.

We may also use or disclose your personal information for purposes related or ancillary to the main purpose for which we collect it and where such use or disclosure would be reasonably expected by you. Some examples are:

- Helping us to build a relationship with you
- Internal accounting and administration
- Regulatory reporting and compliance
- Protecting you and HexFX Design Services from fraud
- Helping us to identify and inform you about HexFX Design Services products and services that may benefit to you.

Occasionally, we may also collect, use or disclose your personal information for the secondary purpose of facilitating the distribution of marketing materials to you by HexFX Design Services or a third party. We will not do this if you ask us not to do so.

There are other situations where we are compelled by law to disclose your personal information. For instance, under certain circumstances we may be compelled to provide your personal information to law enforcement agencies, the Australian Electoral Office, the Department of Family Services or the Australian Taxation Office.

**Duty of confidentiality and your consent**

We have a duty to keep confidential all personal information we hold about you.

Generally, our duty of confidentiality applies except where disclosure of your personal information is:

- **Compelled by law**  
For example, disclosure to various government departments and agencies such as the Australian Taxation Office, and disclosure to courts under subpoena.
- **In the public interest**  
For example, where a crime, fraud or misdemeanour is committed or suspected, and disclosure against the customer's rights to confidentiality is justified.
- **With your consent**  
Your consent is important to us. Your consent may be implied or express and it may also be verbal or written.

You imply consent where we may reasonably conclude that you have given consent by the actions you take or do not take. For example, where you acquire or use an HexFX Design Services product, service or agency function, you consent to HexFX Design Services storing, using, maintaining and disclosing your personal information to the extent necessary for us to provide that particular HexFX Design Services product or service to you.

If you do not consent to certain uses of your personal information we may not be able to provide that particular HexFX Design Services product or service to you.

We reserve the right to make changes to the HexFX Design Services Privacy Policy and this Privacy Statement from time to time or as required by law.

### **Direct marketing and your privacy**

From time to time we may use the personal information we collect from you to identify particular HexFX Design Services products and services which we believe may be of interest and benefit to you. We may then contact you to let you know about these products and services and how they may benefit you.

If you do not wish to receive direct marketing information from HexFX Design Services, please tell us

### **Quality, accuracy and correction of your personal information**

If we have accurate personal information about you, it enables us to provide you with the best possible service.

HexFX Design Services takes reasonable steps to ensure the personal information we collect, use and disclose is accurate, complete and up-to-date.

If you find that the personal information we hold about you is inaccurate, incomplete or out-of-date, please contact us immediately and we will take reasonable steps to ensure it is corrected.

Where HexFX Design Services does not agree with your view about the accuracy of the information and if you ask us to do so, we will take reasonable steps to note your claim where that information is stored and accessed.

### **Security of your personal information**

HexFX Design Services takes reasonable steps to protect your personal information from loss, misuse, unauthorised disclosure or destruction. HexFX Design Services has in place generally accepted standards of technology and operational security in order to keep your personal information safe.

### **Web site security and privacy**

The internet has dramatically changed the way we do business. It allows HexFX Design Services to provide our products and services to you from the convenience of your own home or office.

We understand that you may be concerned about the confidentiality and security of the personal information we collect from you online. Accordingly, we have systems in place to ensure our online dealings with you are as secure and confidential as your dealings with us in person, or on the telephone.

### **Cookies**

A "cookie" is a packet of information that allows the HexFX Design Services server (the computer that houses our web site) to identify and interact more effectively with your computer.

When you access our web site, we send you a "temporary cookie" that gives you a unique identification number. A different identification number is sent each time you use our web site. Cookies do not identify individual users, although they do identify a user's internet browser type and your Internet Service Provider.

Our cookie allows us to keep track of the pages you have accessed while visiting our web site. It also allows you to page back and forwards through our web site and return to pages you have already visited without having to bother about logging on to our home page again.

You can configure your internet browser to accept all cookies, reject all cookies or notify you when a cookie is sent. Please refer to your internet browser's instructions or help screens to learn more about these functions.

### **Information logged on this web site**

When you visit the HexFX Design Services web site, our server logs the following information which is provided by your browser for statistical purposes only:

- the type of browser and operating system you are using.
- your Internet Service Provider and top level domain name (for example - .com, .net, .au, .uk etc).
- the address of any referring web site (for example - the previous web site you visited), and
- your computer's IP (Internet Protocol) address (a number which is unique to the machine through which you are connected to the internet).

All of this information is used by HexFX Design Services for aggregated statistical analyses or systems administration purposes only. No attempt will be made to identify users or their browsing activities, except where required by or under law.

### **Links to other sites**

The HexFX Design Services site contains links to other sites. In addition, some of the content appearing on the HexFX Design Services web site may be supplied by third parties, for example, by framing third party web sites or the incorporation through "framesets" of content supplied by third party servers.

While HexFX Design Services will always endeavour to engage in business arrangements with commercial entities of good repute and ethical business practices, we are ultimately not responsible for the privacy practices or the content of such web sites.

However, our contractual arrangements with these parties seek to ensure that an equivalent level of privacy protection is afforded to you. We encourage you to read and understand the privacy policies on those web sites prior to providing any information to them.

**Access to your personal information**

HexFX Design Services will, upon your request, and subject to applicable privacy laws, provide you with access to your personal information held by us. However, we ask that you identify, as clearly as possible, the type/s of information requested.

HexFX Design Services will deal with your request to provide access to your personal information in a reasonable time - usually within 30 days of receipt of your request.

We will not charge you for lodging such a request but we may recover from you our reasonable costs incurred in supplying you with access to this information.

In certain circumstances, the law permits us to refuse your request to provide you with access to your personal information. Factors affecting your right to access include where:

- access would pose a serious threat to the life or health of any individual
- access would have an unreasonable impact on the privacy of others
- the request is frivolous or vexatious
- the information relates to a commercially sensitive decision making process
- access would be unlawful, or
- access may prejudice enforcement activities, a security function or commercial negotiations.

**Further information on privacy**

Should you require more specific details concerning our privacy practices please call between 9.00 am and 5.00 pm EST Monday to Friday or e-mail us.

Or you can obtain further general information about privacy protection from the Office of the Federal Privacy Commissioner by:

- calling their Privacy Hotline on 1300-363-992, or
- visiting their web site at [www.privacy.gov.au](http://www.privacy.gov.au), or
- by writing to:  
The Federal Privacy Commissioner  
GPO Box 5218  
Sydney NSW 1042

\*\*Please ensure that you check these documents regularly as they are subject to change at any time without notice.

By using the HexFX Design Services web site, services and/or products, you indicate acceptance of the disclaimer outlined on this page. If you do not agree with any stipulation of this disclaimer, we ask that you do not use the HexFX Design Services web site, services or products.

While we take great care in presenting a useful and accurate web site, HexFX Design Services can make no guarantees regarding the correctness, accuracy or the relevance of any information published on HexFX Design Services or any web site linked to from HexFX Design Services. As such, HexFX Design Services, it's owners, shareholders and employees disclaims responsibility for any loss or damage, whether direct or indirect, suffered as a result of the use of the HexFX Design Services web site, products, services or the use of web site linked to from HexFX Design Services.

HexFX Design Services will not be held accountable for errors on designs, nor for resulting delays, nor for costs incurred as a result of such errors or delays. If a design error is reported, HexFX Design Services management will investigate. In cases where HexFX Design Services is at fault, HexFX Design Services management may offer a free redesign to correct design errors. No turnaround can be guaranteed for the investigation nor for the delivery of the redesign. If the design has gone to print, HexFX Design Services management will investigate. In cases where HexFX Design Services is at fault, HexFX Design Services management may offer to cover the reprinting costs. Where the client is deemed to have missed an error at proof, the client will cover the costs for a reprint.

HexFX Design Services does not accept responsibility for damage or loss resulting from the unavailability of its services, from the transmission of a virus nor from the transmission of any other unwanted code or software. By accessing HexFX Design Services the user agrees to accept sole and complete responsibility for any damages or loss incurred.

While all HexFX Design Services creative work is done "from scratch", HexFX Design Services cannot guarantee that designs similar to its own does not exist somewhere in the world. HexFX Design Services clients are urged to register their logos as trademarks as soon as possible in order to determine the availability of the design. HexFX Design Services will not be held liable to the client or any third party for copyright, trademark or service mark ownership/infringement including any lost profits, lost savings, legal and consequential damages and does not accept liability for loss or damage resulting from a trade name or trademark dispute of any kind. The client accepts the sole responsibility to determine the availability of trade names/trademarks before using HexFX Design Services designs.

The responsibility of HexFX Design Services to the client cannot exceed the amount paid by the client to HexFX Design Services.

Rights conferred to HexFX Design Services in this section may be applied at the sole discretion of HexFX Design Services management.

The terms of this disclaimer is governed by the laws of the Australia. Any dispute arising from the use of or in relation to the HexFX Design Services web site, services or products shall be presented before a court in Australia.

**\*\*Please ensure that you check these documents regularly as they are subject to change at any time without notice.**

### **1. ACCEPTABLE USE OF TERMS & CONDITIONS**

By using this web service provided by HexFX Design Services, you (the client) agrees to be bound by the following Terms & Conditions.

### **2. AUTHORISATION**

By purchasing a website or web package, the client authorises HexFX Design Services to:

- ✘ Design & develop the website
- ✘ Register or transfer the domain
- ✘ If hosting is required, this service will be provided & invoiced by L.A.Computers
- ✘ Display a link to HexFX Design Services & L.A.Computers site incorporated into the design of the website

### **3. DOMAIN NAME REGISTRATION & DNS HOSTING**

HexFX Design Services does not warrant or represent the availability or ability to register any domain name to the client. The client agrees that they will have no rights or cause of action against HexFX Design Services if a domain name cannot be registered. The client may choose to register or transfer the domain name of their choice providing the name that the client has chosen, has not already been taken. HexFX Design Services will not at any time, assume any liability in respect of use by the client of any domain name.

For services provided by HexFX Design Services the client will be notified of their domain name, DNS hosting or web hosting renewal prior to the due date.

If the domain name or DNS hosting is registered through another registrar/company other than HexFX Design Services, HexFX Design Services will charge a \$25.00 domain & DNS configuration fee per domain for the setup of the domain name & DNS configuration. Web Hosting services are provided by sister company L.A.Computers, see [www.lacomputers.com.au](http://www.lacomputers.com.au) for more information and terms of service.

### **4. DESIGN & DESIGN CHANGES**

On receipt of signed quotation & payment, stage 1 of the development process commences. Stage 1 is the concept & design of the website, where the client will be emailed a sample design based on the initial consultation & information provided to HexFX Design Services by the client. The client is required to examine the sample & provide feedback. HexFX Design Services will then redefine the sample based on the client's feedback to create one design. Once the design has been finalised, stage 1 is complete. Any changes to layout, navigational structure additional pages will be charged from this point on & a quotation will be supplied for those changes.

Stage 2 is the development of the website where the site is setup on a development server to be built. The client will be emailed a link to the development server to view their site at any time. The client will be advised that the site is in 'live' development where certain features, functions, layout, & styles will not represent the final product. The client is able to view their site in development at any time; however, HexFX Design Services does not guarantee that the development sites will be visible 100% of the time during the development process. HexFX Design Services will perform minor design changes to any package before final upload. Minor design changes will not include navigational structure changes, page reconstruction & logo re-design or enhancement, as all major website features are to be detailed & discussed prior to the commencement of the development process. Major design or layout changes away from the initial outline will incur additional charges. If you require further amendments once your website has commenced development, has been uploaded or require further maintenance or design work, additional fees will apply.

At any stage after final upload the client is able to make additions to their web page to incorporate additional pages, navigational features or any other addition required. The client must contact HexFX Design Services to arrange these additions & a quotation will be supplied.

### **5. COMPATIBILITY**

HexFX Design Services warrants that your webpage will work in the latest version of Microsoft®Internet Explorer, Mozilla Firefox, Opera Version. While HexFX Design Services will make reasonable efforts to design cross-platform compatible websites, designing a website to display in multiple browsers & browser versions requires considerable resources & programming. If you require cross platform programming, the client must inform their allocated designer immediately & a revised quote will be supplied.

Updating code to be compatible with new releases of browsers is not the responsibility of HexFX Design Services & HexFX Design Services accepts no responsibility of loss of functionality due to these updates. If you require your site to be updated for new browser releases, please advise. Charges apply.

### **6. COPYRIGHT & TRADEMARKS**

HexFX Design Services is not responsible for the images & content published on the designed website. Even if HexFX obtains the images for the client, it is the client's responsibility to ensure that all images & content published on his/her website conform to the Copyright Act 1968. If any of the images & content are not lawfully owned by the website owner, explicit permission, licenses, consents authorisations or approvals must be obtained by the client to use them & proof must be sighted by HexFX Design Services to proceed. All images sourced & supplied by HexFX Design Services are the property of HexFX Design Services & written permission to use these images must be in writing, hard copy or electronic & sent to HexFX Design Services for approval.

All code & programming is protected under copyright. If any code is found to be used in sites not written & designed by HexFX Design Services, this is a violation of copyright & legal action will be taken. Unless authorisation to use the code is requested in writing & accepted by HexFX Design Services, all use & distribution of code is strictly forbidden.

**7. SUPPORT**

Providing HexFX Design Services has been nominated to host the website, support is available from 9:00am to 5:30pm AEST Monday to Friday by emailing [info@lacomputers.com.au](mailto:info@lacomputers.com.au) or calling +61 7 55 922 641 during the hours stated above.

**8. SERVICE AVAILABILITY**

HexFX Design Services will endeavor at all times to keep the website visible during your nominated hosting period. However, HexFX Design Services reserves the right to power down the site to perform maintenance tasks, updates & additions. In no way HexFX Design Services guarantees 100% uptime & is not liable for any loss associated to downtime.

**9. LEGAL NOTICE**

Notwithstanding anything to the contrary contained in these Terms & Conditions, neither HexFX Design Services nor any of its employees or contractors warrants that the functions contained in your website will be error-free. The entire risk as to the quality and performance of the website is with the client. In no event will HexFX Design Services be liable to the client or any third party for any loss or damages.

The client will not sell, transfer, license, assign or otherwise create any legal or equitable rights or interests in any third party whatsoever, in relation to the client's agreement with HexFX Design Services.

HexFX Design Services reserves the right to refuse or discontinue service to anyone at our sole discretion without notice. The client's access to all or part of HexFX Design Services' services may be denied without notice if HexFX Design Services believes any of the terms and conditions have been violated. The hosting services must not be used for unlawful purposes including spamming. Any use of these services which violates any local, state, federal or international laws applicable to HexFX Design Services, the client's jurisdiction or any jurisdiction that the site is subject to is strictly prohibited. If these Terms & Conditions are breached in any way, the client agrees that HexFX Design Services shall be entitled to block the website, domain name, registrations & hosting services. The client agrees that use of services provided by HexFX Design Services is at their own risk.

The client will not, under any circumstances, seek to hold HexFX Design Services responsible or liable for any loss or damage whatsoever either under this agreement or in relation to the provision of services including but not limited to:

- ✘ loss of profits arising out of or in connection with this agreement
- ✘ use, misuse, suspension &/or loss of any customer domain registrations
- ✘ interruption to the business & operations of the client
- ✘ access delays or interruptions to any website accessed by registered domain name of the customer
- ✘ non-delivery, mis-delivery, corruption, destruction or modification of data or information
- ✘ events beyond the control of HexFX Design Services &/or
- ✘ processing an application of a domain name registration.
- ✘ loss of email sent to or from the website

**10. CANCELLATION**

This agreement can be terminated at any time, any monies paid are non refundable. The client must provide HexFX Design Services with written notification of their intention to cancel the agreement. On completion of the website HexFX Design Services will issue a CD containing all files, images & content used to create the website. This is considered the property of the client & is able to be used by any other similar company after HexFX Design Services has received & recognised a letter from the client requesting cancellation.

**11. PAYMENT**

Payment can be made by cheque, money order, cash or direct deposit. On initial consultation, a minimum of 20% of the total amount is payable prior to the commencement of work, the remaining 80% is to be paid upon completion of the website prior to publication. All payments non refundable. Payment must be received in full before upload or transfer of files, images or rights.

**12. AGREEMENT**

This agreement constitutes the sole agreement between HexFX Design Services & the client regarding his/her website. Any additional work not specified in the original website quotation or any other amendment or modification to this package must be authorised by a written request (or email) signed by both Client & HexFX Design Services. All prices specified in this contract are quoted in Australian Dollars including GST.

I ....., authorised representative of .....,

hereby agree to the above Terms & Conditions set by HexFX Design Services. I have read & have complete understanding of all Terms & Conditions outlined within this agreement.

Signature: .....

Date: .....

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### 1. LOGO/IDENTITY COPYRIGHT

HexFX Design Services transfers exclusive copyright to the client upon receipt of payment in full and completed Copyright Transfer Agreement. If either are not completed, HexFX Designs hold the right to deny the client use of the logo. HexFX Design Services holds the right to deny the client use if the client's account is in arrears. HexFX Design Services retains the right to display the client's logo in its design portfolio, on HexFX Design Services website, another company web site and any promotional material.

Where more than one concept design is presented to a client, only the accepted concept design becomes the property of the client after payment and completed Copyright Transfer Agreement. Concept designs not accepted by the client remains the exclusive property of HexFX Design Services who may resell, re-use or destroy such logos at its discretion.

It is the policy of HexFX Design Services to not make use of clip-art or any pre-existing images when creating logos. All HexFX Design Services logos are designed from scratch based on initial consultation with the client and research into the client's industry. HexFX Design Services takes every care to create a unique and individual design, even so, it can happen that a logo created by HexFX Design Services ends up being very similar to a logo that already exists somewhere in the world. HexFX Design Services is not liable for any damages, legal action or compensation of costs if one of their designs fails trademark registration because a similar design already exists. HexFX Design Services will spend one hour to make the necessary alterations to the logo free of charge to the client.

When clients submit images to HexFX Design Services to be used as a basis, starting point or reference for design work, HexFX Design Services will assume that the client is the copyright holder for that image or has obtained the necessary permission to use that image. The client accepts full and sole responsibility for copyright or trademark infringement resulting from the use of such an image.

### 2. OWNERSHIP

Intellectual property remains with HexFX Design Services; copyright and ownership remains with the client providing these terms and conditions are met: HexFX Design Services will make no claim of ownership or copyright violation with regard to finalised designs for which payment has been received in full and Copyright Transfer Agreement has been signed by both parties. When the client accepts one of the concept designs as the final logo, have paid in full for the logo kit and Copyright Transfer Agreement has been signed by the client and HexFX Design services, that logo becomes the exclusive property of the client without restriction. You may use it for any purpose. The initial order amount is the full payment. There are no royalty fees of any kind, nor any other money due after the sale. Without authorisation by both parties on the Copyright Transfer Agreement forms, the design remains the sole property of HexFX Design Services and is legally not allowed to be used or modified without a license.

### 3. REFUNDS

All monies paid for logo design are non-refundable. HexFX Design Services reserves the right to refuse to work on a project. In such cases, the full order amount will be refunded and the client will be notified. HexFX Design Services will not be required to offer reasons for its decision.

### 4. TURNAROUND TIMES

On the extremely rare, yet to happen occasion, that HexFX is unable to meet advertised turnaround times it would be due to circumstances beyond our control. As a precaution, HexFX Design Services cannot provide a 'guaranteed' turnaround time. HexFX will endeavour to complete the agreed work by a certain time, but will not be held liable for any damage or loss incurred if this is not met. If you have a tight deadline, please ask your designer about our rush option. Additional fees apply.

For agreed deadline jobs, HexFX agrees to meet this deadline providing all materials have been supplied in advance by the client. If this deadline is not met (excludes acts of God, circumstances beyond our control & jobs waiting on client approval) HexFX will provide the design cost at no charge to the client. All jobs MUST have final client approval prior to completion.

For jobs waiting on client participation or response: If 2 weeks go by without any design feedback from the client, the logo status will remain "open", but the priority may be lowered at the discretion of one of our senior designers.

If 6 months go by without any design feedback from the client, the logo status will change to "closed". To resume work on a closed logo will require a new order.

### 5. AFTER-SALES SERVICE

Once the clients accepts a design as final, the design files (pdf & jpg) are delivered on disc or via email and the job status changes to "closed". Changes to the design beyond this point will incur additional charges.

HexFX Design Services guarantees that you can use your logo for any purpose, from printing to the web and anything in between. This however assumes that only standard, modern printing techniques are used. If a design is printed using a very outdated or a very unique printing process, HexFX Design Services may charge an additional fee to convert the logo to a format suited to that process or software used in that process.

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HexFX Design Services reserves the right to change its design & print prices, package specifications, Terms & Conditions & any other aspect of its service without notice.

### **1. COPYRIGHT**

All material designed & produced by HexFX Design Services is governed by copyright.

Where more than one design concept is presented to a client, only the accepted design becomes the property of the client. Concepts not accepted by the client remains the exclusive property of HexFX Design Services who may resell, re-use or destroy at its discretion.

It is the policy of HexFX Design Services to not make use of clip-art or any pre-existing images when creating designs. All HexFX Design Services artwork is designed from scratch, based on initial consultations with the client and research into the industry and marketplace. HexFX Design Services takes every care to create a unique and individual design, even so, it can happen that a design created by HexFX Design Services ends up being very similar to a design that already exists somewhere in the world. HexFX Design Services is not liable for any damages, legal action or compensation of costs if one of their designs fails trademark registration because a similar design already exists.

When clients submit images to HexFX Design Services to be used in the design work, HexFX Design Services will assume that the client is the copyright holder for that image or has obtained the necessary permission to use that image. The client accepts full and sole responsibility for copyright or trademark infringement resulting from the use of such an image.

### **2. OWNERSHIP**

Intellectual property remains with HexFX Design Services; copyright and ownership remains with the client providing these terms and conditions are met: a proof has been authorised in writing via fax or email and the invoice for design has been paid in full. HexFX Design Services retains the right to display the design work in its portfolio, on HexFX Design Services website, another company web sites and any promotional material. There are no royalty fees of any kind, nor any other money due after the sale. Once the artwork has been submitted to the client, HexFX Design Services takes no responsibility for the artwork or the files as these are under the direction of the client and can be modified by the client and/or other designers.

### **3. REFUNDS**

All monies paid for design are non-refundable. HexFX Design Services reserves the right to refuse to work on a project. In such cases, no refund will be given and the client will be notified. HexFX Design Services will not be required to offer reasons for its decision.

### **4. TURNAROUND TIMES**

Though rare, it does happen that we are unable to meet advertised turnaround times due to high order volumes or circumstances beyond our control. As a result, HexFX Design Services cannot guarantee turnaround times. If you have a tight deadline, please ask your designer about our rush option. Additional fees apply.

If 2 weeks go by without any design feedback from the client, the job status will remain "open", but the priority may be lowered at the discretion of one of our senior designers.

If 2 months go by without any design feedback from the client, the job status will change to "closed" and all work to date will be invoiced to the client. HexFX Design Services will make all efforts to contact the client to finalise the job status. The client and HexFX Design Services can agree that the job be placed on hold until further notice. HexFX Design Services holds the right to invoice the client for works complete to date.

### **5. AFTER-SALES SERVICE**

Once the clients accepts a design as final, the design files (high resolution pdf converted to outlines) are setup for print and are delivered via email or linked for download to the client or printer for production. The job status changes to "closed". Changes to the design beyond this point will incur additional charges.

Under no circumstances will HexFX Design Services supply native files to a client unless HexFX Design Services receives written request from another graphic designer or graphic design company, if this request is granted, a liability waiver will be supplied for authorisation by the graphic designer. HexFX Design Services holds the right to refuse supply of native files & holds complete discretion in this matter. HexFX Design Services also holds the right to password protect all print ready pdfs so files cannot be edited or changed after completion.

HexFX Design Services guarantees that you can use the design for commercial offset and digital print to the specifications that is was setup for only. This however assumes that only standard, modern commercial printing techniques are used. If a design is printed using a very outdated or a very unique printing process, HexFX Design Services may charge an additional fee to convert the design to a format suited to that process or software used in that process. All designs are created using Adobe software and should not be edited in any other software as this may cause irregularities. HexFX Design Services will not be held liable or responsible if the designs are edited beyond submission to the client.

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A picture includes a photograph, transparency, negative or digital scan which may be offered for the purposes of reproduction.

A reproduction includes any form of publication or copying of the whole or part of any picture and whether or not altered by printing, photography, slide projection (whether or not to an audience) xerography, electronic or mechanical reproduction or storage by any other means

The Client is the person or organisation to whom the invoice is addressed (whether or not the Client is acting for a third party).

The entire copyright in the pictures is retained by HexFX Design Services at all times worldwide.

HexFX Design Services the technical and artistic ability to illustrate an idea photographically, and sells the right to reproduce those pictures in a given context. No property or copyright in any pictures shall pass to the Client whether on its submission or on HexFX Design Services' grant of reproduction rights in respect thereof.

Unless otherwise agreed in writing if any picture reproduced by the Client omits the copyright notice or credit line specified by HexFX Design Services any fee payable by the Client shall be subject to an increase specified by HexFX Design Services, and in any event an increase of not less than 25%

Reproduction rights (if and when granted) are strictly limited to the use and period of time specified on HexFX Design Services invoice. An agreement must be reached with HexFX Design Services before the pictures are used for a different purpose or after the licence to use has expired.

Reproduction rights are not issued exclusively to the Client except when specified on the invoice.

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.

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

The following terms are used when describing the reproduction rights granted by HexFX Design Services to the Client:

**Internal Use only:** The right to use the pictures only within a company for non-commercial purposes; publication in a free in-house magazine not normally available to the public; exhibition within the Client's premises; editorial use in the Client's intranet site.

**PR and Press distribution:** The right to use the pictures as described in 4(a); plus a licence for third parties to reproduce such pictures in print or electronic media in an editorial context where no fee has been paid to guarantee publication.

**Specified Use Only:** The right to use the pictures once only for the purpose as described on the invoice.

**Editorial:** One reproduction only of pictures supplied within one print edition of the specified title in an editorial context only.

Once the Client has made a booking for a specific time and date, HexFX Design Services will not accept any other work from other clients for those times and dates.

As a result, once a booking is made, if it is subsequently cancelled, a cancellation fee will be charged to the client according to the following schedule. When a client cancels a booking within two weeks of any confirmed date, a fee of 50% of the booked time rate will be charged. When a client cancels photography within one weeks of any confirmed date, a fee of 100% of the booked time rate will be charged. In addition to this cancellation fee, the client will be charged for any expenses already incurred by HexFX Design Services.

Until HexFX Design Services has invoiced the reproduction fee neither party is committed to grant or acquire any reproduction rights in any picture. After a fee has been agreed and an invoice issued there is a firm and binding contract whereby HexFX Design Services is committed to grant reproduction rights and the Client to acquire them. If after such invoicing but before payment the Client requests cancellation of the reproduction rights HexFX Design Services may in its discretion cancel subject to the Client paying a cancellation fee.

The Client's right to reproduce a picture arises only when HexFX Design Services invoice relating to the grant of such right is fully paid (including interest charges levied on late payment of the invoice or invoices). Any reproduction before payment of the invoice constitutes an infringement of rights and a breach of this Agreement entitling HexFX Design Services to rescind the Agreement and rendering the Client liable for the payment of damages.

If payment is not made in accordance with (a) above then HexFX Design Services may rescind this Agreement and recover damages, or, at its option, may exercise its statutory right to pursue interest.

If any invoice issued to the Client is not paid by the Due Date, then all unpaid invoices issued to the Client become due of immediate effect, even if it is less than 30 days from the issue date, and that HexFX Design Services may consider these invoices as overdue when pursuing legal action for the recovery of said debts.

A fee of \$20 (excluding GST) will be made for each account reminder, duplicate invoice, or any other paperwork, correspondence or phone calls involved with the perusal of a debt. This fee is non-refundable, and represents the additional time spent pursuing overdue invoices.

HexFX Design Services reserves the right to suspend ongoing services, such as (but not limited to) the Downloadable Web Page or other distribution of pictures, once any invoice issued to a Client becomes overdue, and also reserves the right to inform the reason of this to third parties to whom this suspension of service affects.

On the Client's death or bankruptcy or (if the Client is a company) in the event of a Resolution, Petition or Order for winding up being made against it, or if a Receiver is appointed, HexFX Design Services may at any time thereafter inspect any records, accounts and books relating to the reproduction of its pictures to ensure that the pictures are being used only in accordance with the reproduction rights granted to the Client.

HexFX Design Services will edit every take and deliver what it considers to be the best of every situation covered. As a result, contact sheets (or their digital equivalent) will only be supplied to the client in exceptional circumstances.

No addition to, deletion from or alteration to or adaptation of a picture may be made without the written permission of HexFX Design Services.

Unless a rejection fee has been agreed in advance, there is no right to reject on the basis of style, composition or editing.

In the case of printed publications, three copies of the relevant pages containing any picture supplied are to be furnished to HexFX Design Services free of charge within two weeks. In other media, evidence of use must be made available if requested.

While HexFX Design Services takes all reasonable care in the performance of this agreement generally, it shall not be liable for any loss or damage suffered by the Client or by any third party arising from use or reproduction of any picture or its caption.

The Client agrees to indemnify HexFX Design Services in respect of any claims, damages or any costs arising in any manner from the reproduction without proper reproduction rights of any picture supplied to the Client by HexFX Design Services.

It is the Client who must satisfy himself that all necessary rights, model releases or consents which may be required for reproduction, are obtained and it is acknowledged that HexFX Design Services gives no warranty or undertaking that any such rights, model releases or consents have or will be obtained whether in relation to the use of names, people, trademarks, registered or copyright designs or works of art depicted in any picture. In the event that the picture issued or reproduced by or with the authority of the Client then the Client shall indemnify HexFX Design Services against any loss or damage, proceedings or costs where such rights, releases or consents have not been obtained.

This Agreement shall be subject to and constructed according to Australian Law and the parties agree to accept the exclusive direction of the Courts of Australia.

No variation of terms and conditions set out herein shall be effective unless agreed in writing by both parties.

**\*\*Please ensure that you check HexFX documents regularly as they are subject to change at any time without notice.**

**PARTIES**

1. Customer: ABN: of:  
2. HexFX Design Services ABN 48 263 387 076 of Southport QLD 4215

**OVERVIEW**

The parties have agreed to enter into this Confidentiality Agreement to record the terms on which each party's Group will keep confidential any information disclosed to that party's Group by or on behalf of the other party's Group prior to or from the date of this Confidentiality Agreement.

**COVENANTS:**

In consideration of each party agreeing to provide information to the other party, the parties agree:

**1. INTERPRETATION**

1.1 In this Confidentiality Agreement unless the context otherwise requires:

"Confidential Information" means all information relating to each member of the Provider Group and which is provided to any member of the Recipient Group or their advisers by or on behalf of the Provider (including information provided prior to the date of this Confidentiality Agreement), but does not include publicly available information. For the purposes of this definition, "Provider" and "Recipient" are used consistently with the context to which relevant clause referring to "Confidential Information" is being applied at the time.

"Customer Group" means the Customer and its subsidiaries and their respective directors, officers and employees.

"Governing Jurisdiction" means Queensland, Australia.

"Governing Law" means the law of Queensland, Australia.

"Group" means:

- (a) in relation to HexFX Design Services; and
- (b) in relation to the Customer, the Customer Group.

"Indemnified Person" means each member of the Provider Group and their respective directors, officers, employees, agents and consultants.

"Provider" means:

- (a) in the case of Confidential Information relating to HexFX Design Services; and
- (b) in the case of Confidential Information relating to the Customer Group, the Customer, and "Provider

Group" shall be construed accordingly.

"Purpose" means discussions regarding a possible business relationship between the parties.

"Recipient" means:

- (a) in the case of Confidential Information relating to HexFX Design Services, the Customer; and
- (b) in the case of Confidential Information relating to the Customer Group, HexFX Design Services; and

"Recipient Group" shall be construed accordingly.

**2. CONFIDENTIALITY**

**2.1 Confidentiality:** The Recipient agrees that it will preserve, and will procure that it will preserve, and will procure that each other member of the Recipient Group and their advisers preserve, the confidentiality of the Confidential Information and take proper and adequate precautions at all times and enforce such precautions to preserve the secrecy and confidentiality of the Confidential Information.

**2.2 Property in Confidential Information:** All Confidential Information shall be, and remain, the property of the Customer or the relevant member of the Customer Group.

**2.3 Limitation on Use of Confidential Information:** The Recipient will not use the Confidential Information for any purpose other than the Purpose unless authorised in writing by the Provider.

**2.4 No Copies:** The Recipient will not copy the Confidential Information without the Provider's prior written permission other than for the Purpose, and will, upon the Provider's request, return to the Provider or destroy any Confidential Information which is in the possession of the Recipient or any other member of the Recipient Group, including any copies thereof. If requested by the Provider, the Recipient will provide the Provider with a statement signed by a responsible officer of the Recipient, certifying that the Recipient Group has complied with this clause 2.4.

**2.4B. Distribution:** The Recipient will not distribute or sell the Confidential Information to any person/business or third party.

**2.5 Limited Dissemination:** The Recipient may disclose the Confidential Information to those members of the Recipient Group and their advisers only to the extent that they need to know such Confidential Information for the Purpose and on terms as to confidentiality to the same effect as herein.

**2.6 Recipient to Control Recipient Group:** The Recipient will procure that no other member of the Recipient Group will do anything which, if done by the Recipient, would constitute a breach of this Confidentiality Agreement. Where any other member of the Recipient Group does any such thing, then the Recipient will be deemed to be in breach of this Confidentiality Agreement.

**2.7 Recipient Group:** The Recipient will advise each other member of the Recipient Group and their advisers that receive Confidential Information to hold and deal with that Confidential Information in accordance with this Confidentiality Agreement.

The Provider may, as a condition of providing Confidential Information to another Recipient Group member or adviser, require that member of the Recipient Group or adviser to execute an agreement in favour of the Provider on similar terms to this Confidentiality Agreement.

**2.8 Mandatory Disclosure:** In the event that any member of the Recipient Group is required by law or court order or the listing rules of any stock exchange, to disclose any Confidential Information, such disclosure may be made only after the Provider has been notified and has had a reasonable opportunity to oppose such disclosure on reasonable grounds and/or consult with the relevant member of the Recipient Group as to the timing or content of such disclosure.

**2.9 Extent of Confidentiality:** This Confidentiality Agreement shall operate until such time as all of the Confidential Information has fallen into the public domain or until agreed otherwise in writing by the parties. Nevertheless, the indemnity in clause 3.1 will remain in full force and effect.

**3. LIABILITY AND EXCLUSIONS**

**3.1 Indemnity:** The Recipient shall indemnify each Indemnified Person fully and effectively from and against all demands, claims, suits, losses, liabilities, damages, costs and expenses which may be made or brought against that Indemnified Person, or which that Indemnified Person may suffer or incur, as a result of or arising from any breach, or deemed breach, by the Recipient of its obligations under this Confidentiality Agreement.

**3.2 No Representations:** The Recipient (for itself and on behalf of each other member of the Recipient Group) hereby acknowledges to the Provider that neither the Provider nor any other Indemnified Person is making or will make any representation as to the accuracy, validity or completeness of the Confidential Information, or as to whether there has been or will be no change in the business, affairs, position or business environment of the Provider or any other member of the Provider Group.

**3.3 No Liability:** Except insofar as and to the extent only that liability under any statute or other law cannot be excluded, neither the Provider nor any other Indemnified Person shall have any liability of any nature (including, but without limitation, in negligence), to any person whatsoever for or in respect of the Confidential Information or any failure to correct it.

**3.4 Renounce Cause of Action:** Without limiting the generality of clause 3.3, and to the maximum extent permitted by law, the Recipient (for itself and on behalf of each other member of the Recipient Group) renounces each cause of action (if any) it or such other member of the Recipient Group may have against the Provider and each other Indemnified Person in respect of the Confidential Information or its provision by the Provider or any other Indemnified Person.

**4. MISCELLANEOUS PROVISIONS**

**4.1 Applicable Law:** This Confidentiality Agreement shall be construed in accordance with the Governing Law. Each party submits to the non-exclusive jurisdiction of the courts of the Governing Jurisdiction.

**4.2 Non-Waiver:** Failure or omission by a party at any time to enforce or require strict or timely compliance with any provision of this Confidentiality Agreement shall not affect or impair that provision in any way or the rights of that party to avail itself of the remedies it may have in respect of any breach of that provision.

**4.3 Severability:** If any part of this Confidentiality Agreement is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Confidentiality Agreement.

**4.4 Counterparts:** This Confidentiality Agreement may be executed in any number of counterparts and by the parties on separate counterparts and each party consents to the other party executing a counterpart which is a facsimile copy of this Confidentiality Agreement. Each counterpart constitutes an original of this Confidentiality Agreement, all of which together constitute one agreement.

**Executed as an Agreement**

Signed for and on behalf of HexFX Design Services Limited by its authorised representative in the presence of:

Witness Signature \_\_\_\_\_ Signature \_\_\_\_\_

Print Name \_\_\_\_\_ Print Name \_\_\_\_\_ Date: \_\_\_\_\_

**Executed by the Customer:**

Director Signature \_\_\_\_\_ Director/Secretary Signature \_\_\_\_\_

Print Name \_\_\_\_\_ Print Name \_\_\_\_\_ Date: \_\_\_\_\_