idDESIGN

DIGITAL MARKETING & WEB DESIGN SPECIALISTS

Terms and Conditions

Last Updated: 01/01/2025

Welcome to idDesign (https://www.iddesign.net.au/). These Terms and Conditions ("Terms") govern your use of our website and the purchase of our digital services, including web design, app development, eCommerce development, digital marketing, and branding. By accessing this website or engaging our services, you agree to be bound by these Terms. If you do not agree, please do not use our site or services.

1. Services Provided

idDesign provides a range of professional digital services, including but not limited to:

- Custom Web Design and Development (including WordPress, WooCommerce, and Shopify)
- Custom App Development & Software as a Service (SaaS) Applications
- Frontend & Backend Development using modern frameworks (including React and Supabase)
- Search Engine Optimisation (SEO) and Digital Marketing
- Branding, Logo Design, and Graphic Design
- Website & Application Hosting and Security Management
- Commercial Photography and Videography

2. Quotations and Project Commencement

• **Validity:** All quotes provided by idDesign are valid for 30 days from the date of issue.

• **Acceptance:** A project is officially active once the Client has provided written approval of the quote/scope of work and paid the required initial deposit.

• **Briefing & Scope:** Clients must provide a comprehensive design and functional brief before work begins. Any features, pages, or integrations not explicitly stated in the accepted quote are excluded.

• **Revision Limits:** All quotes include a maximum of two (2) rounds of changes for content/design iterations. Any additional changes, revisions, or iterations beyond these two rounds will be billed at our standard hourly rate of **$120.00 (Excl. GST)**.

• **Performance Optimization:** To maintain optimal application performance and fast loading efficiency, idDesign reserves the right to cap the number of images, videos, and heavy database queries permitted on an individual website page or application dashboard layout.

3. Payment Terms

• **Deposits:** A non-refundable deposit (typically 50% of the total project value unless specified otherwise) is required before any strategy, design, or development work commences.

• **Milestones:** For larger-scale projects, including SaaS applications and custom software development, payments will be broken down and billed across agreed project milestones as outlined in your quote.

• **Final Payment:** The remaining project balance must be paid in full upon project completion. idDesign will not push a website or application "live", deploy code to a production server, or hand over final source files until full cleared payment is received.

• **Late Payments:** We reserve the right to immediately suspend active services—including website hosting, live database access, staging environment access, and application deployment—if any invoice remains unpaid past its designated due date.

4. Client Obligations & Content

• **Supply of Materials:** You agree to supply all necessary text, high-resolution imagery, brand assets, active third-party API keys, and configurations required to complete the project in a timely manner. Delays in asset delivery will result in extended project timelines.

• **Copyright Warranty:** You warrant that you own or have obtained lawful permission to use all assets (including photos, font files, logos, copy, and proprietary data) provided to us. idDesign accepts zero liability for copyright infringements, intellectual property disputes, or legal actions resulting from client-supplied materials.

• **Approvals:** The Client is solely responsible for final proofreading, User Acceptance Testing (UAT), and ultimate functional approval of all work prior to launch.

5. Intellectual Property & Code Ownership

• **Visual Ownership:** Upon receipt of full cleared payment, the Client owns the intellectual property for the final custom visual design, front-end user interface (UI) layouts, and copy text created specifically for their website or application.

• **Software, Code & Frameworks:** idDesign or its third-party licensors retain explicit ownership of all underlying core code, custom scripts, open-source frameworks, database structures, and commercial software licenses used to construct the product.

• **App Infrastructure Note:** The Client explicitly acknowledges that their website or application heavily relies on third-party libraries, modern development frameworks (e.g., React), and Backend-as-a-Service (BaaS) cloud platforms (e.g., Supabase). Intellectual property ownership of these core underlying technologies remains entirely with their respective creators.

• **Portfolio Rights:** idDesign retains the right to display screenshots, case studies, and live links of the completed website, SaaS platform, or application in our professional portfolio, social media, and digital marketing materials unless a non-disclosure agreement (NDA) is signed prior to project kick-off.

6. Scope of Services & SEO Exclusions

• **Independent Services:** Website Design and Custom Development packages are separate and distinct from Search Engine Optimisation (SEO) and Digital Marketing services. Standard website builds do not automatically include SEO setups or third-party marketing integration.

• **Explicit Exclusions:** Unless explicitly listed as a paid line item in an accepted quote or signed Scope of Work (SOW), the following services are strictly excluded from website and app development projects:

- *SEO & Copywriting:* Keyword research, SEO copywriting, custom on-page meta tag creation, structured data/schema markup, backlink building, and search reports.

- *Search Tools & Submissions:* Google Search Console setup, Bing Webmaster Tools setup, XML sitemap generation, and manual index/reindex requests.
- *Analytics & Tracking:* Google Analytics (GA4) configuration, Google Tag Manager (GTM) setup, custom e-commerce conversion tracking pixels, and Google Merchant Center data feeds.
- *Marketing & Local Listings:* Google Business Profile setup/management, external local directory building, and paid advertising setup (e.g., Google Ads, Meta Ads).

• **Variations:** Any request to include services listed in the exclusions above will require a separate, mutually agreed-upon price estimate or package add-on before that specific work can begin.

7. Hosting, Backend Infrastructure & Security

• **Service Levels:** While we configure, provision, and offer high-performance cloud hosting and managed cloud database environments, we do not guarantee 100% uninterrupted uptime.

• **Third-Party Platforms:** For projects utilizing Supabase, AWS, or other cloud environments, the Client agrees to abide by that respective cloud provider's terms of service. idDesign is not liable for platform-wide outages, unexpected breaking API changes, or billing tier adjustments enforced by third-party services like Supabase.

• **Maintenance & Security:** Our managed services include standard, routine security patches. However, idDesign is not liable for data breaches, malicious hacking, malware infections, data loss, or server leaks stemming from third-party software vulnerabilities, upstream cloud provider downtime, or negligent client management of login credentials and private API keys.

• **Cancellations:** Managed hosting and backend infrastructure services are billed on a recurring [Monthly/Annually] cycle. To cancel your service, you must provide 30 days' written notice. Upon cancellation, the Client assumes full, sole responsibility for migrating, configuring, maintaining, and paying for all independent code updates, database tiers, and third-party software licenses.

8. Third-Party Performance Disclaimer (SEO & Rankings)

While we utilize clean coding standards and development best practices to build high-performing structures, idDesign explicitly does not guarantee specific keyword rankings, visibility scores, or "Page 1" search results on Google or Bing. Search engine crawling, indexation, and algorithms are entirely controlled by independent third parties and fluctuate outside of our control.

9. Limitation of Liability

To the maximum extent permitted by law, idDesign shall not be liable for any indirect, incidental, special, or consequential damages—including but not limited to loss of business profits, lost SaaS subscriber revenue, operational business interruption, data corruption, or catastrophic data loss—arising out of the use, downtime, or performance of our services, websites, or developed software applications.

Our total cumulative liability to the Client for any claim whatsoever is strictly limited to the exact dollar amount paid by you to idDesign for the specific service or milestone invoice in question.

10. Termination

Either party may terminate an active project if the other party commits a material breach of these Terms and fails to remedy that breach within 14 days of receiving written notice. If the Client terminates a project mid-development for convenience, they remain fully liable to pay for all completed milestones, assets generated, and development hours logged up to the official date of termination.

11. Governing Law & Australian Consumer Law

These Terms are governed by the laws of Queensland, Australia. Any legal disputes arising out of these Terms shall be resolved exclusively within the courts of Queensland.

These terms do not exclude, restrict, or modify any consumer guarantees, statutory consumer protections, or rights available to the Client under the **Australian Consumer Law (ACL)**. These exclusions do not absolve idDesign of its responsibility to deliver the core functional website scope agreed upon or correct clear operational bugs in our own code.

12. Contact Us

For any questions regarding these Terms, please contact us at:

- **Email:** hello@iddesign.net.au
- **Phone:** 0430 601 972
- **Website:** https://www.iddesign.net.au/