

Terms and Conditions

IMPORTANT! THESE TERMS AND CONDITIONS GOVERN THE USE OF Asia Pacific Direct Australia (APDA) WEBSITE BY YOU. BY USING THE WEB SITE, YOU AGREE TO ALL OF THE PROVISIONS CONTAINED OR REFERRED TO IN THESE TERMS AND CONDITIONS. APDA RESERVES THE RIGHT TO CHANGE THESE TERMS AND CONDITIONS AT ANY TIME IN ITS SOLE DISCRETION. YOUR USE OF THE WEB SITE AFTER SUCH CHANGES ARE POSTED TO THE WEB SITE CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES. PLEASE CONSULT THESE TERMS AND CONDITIONS REGULARLY

1. **Scope** - These Terms and Conditions govern Your use of the APDA Web site. These Terms and Conditions, may change from time to time, so please check these regularly.
2. **Website Design Packages** - Our designers will aim to customise these design templates to the maximum extent with your business information such as logos, commentary, photographs etc. However, in many cases, it may not be possible to change the overall format of the design as displayed in the gallery section. For Gold and Platinum packages, the templates are designed to demonstrate various possible features that can be offered but are not necessarily automatically included in the package. Extra charges will be applicable for any additional features required in addition to the ones described on "Design Packages" page.
3. **Buying our Web Design Packages** - The best way to purchase our readymade package is via the website itself. We use secure payment gateway so your information is protected when provided on our site.

The designing process is as follows:

- Customer pays for the package
- Customer logs into the member area, from where, customer can select appropriate design styles, and indicate their preference for the website design. Customer completes the briefing forms, and provides all the content, including logo, text, or any relevant images for the site and submits to APDA, these will be used by our designers for creating customised designs for the customer.
- Based on your brief, our designers will customise the design to the maximum possible extent within the specified scope of the packages as described on the features list on the Web Design page. We would generally show you home page design first for your approval if there are any doubts. In some cases where there is not much variation from the original designs, or where the design may be provided by the client, we may simply complete the site in one single step.

Please note that our aim is to complete high quality design for our customers at a very low prices. To ensure we can provide best service to our customers, we expect that the customers provide appropriate and definite information for all the design work. While our designers will accommodate any change requests during the designing process, however, we may need to charge for any rework that may go beyond our prescribed designing hours for each design package.

4. **Payment Terms** - For all package deals 100% payment is required before the commencement of the job. The orders can be placed via phone, web, or fax. The payment can be made via credit card, EFT or cheque. The job will only commence once the payment has been approved, or paid into our bank account. For custom jobs, 50% payment is required before the commencement of the work and the balance is required before the delivery of the final artwork/design or when the site goes LIVE, whichever comes first. APDA will fix any bugs or programming related errors within the scope of the project for 30 days for projects below the value of \$5000, and for 60 days for projects above \$5000. The warrantee period begins from the time site goes live. If for some reason, customer does not wish to go live, the warrantee period will lapse if there is no notification from customer for a period of 30 days. If client has obtained FTP details from APD, and have shared these with another web developer, APD warrantee will no longer be valid. Any advance payment will be forfeit if customer fails to provide a written brief for the project in the next six months from the day of the advance payment received by APD.

Please note that if a customer fails to make payment for the work completed/invoiced, their account details will be handed over to our credit collection agency, who will pursue the debt (including any court proceeding if required) plus their collection cost. The agency can take whatever actions deemed necessary to collect the debt.

5. **Approval process** – During the project development process APDA will provide design and project updates from time to time. While APD will perform its own testing on all the work completed, the final responsibility lies with the customer to ensure that the modules and the complete project has been tested for any deficiencies or errors and to confirm that the site is operating as originally intended. It is expected that customer will respond with any feedback and corrections within the timelines specified in the updates sent by APDA, to ensure that the project can be completed on time.

Customer will have two opportunities to thoroughly test the site and advise of all deficiencies/bugs together at every stage. If customer does not respond within 3 working days (unless pre-agreed) it will be assumed that the work is accepted and the work may progress further towards finalisation.

6. **Disclaimer** - While every care has been taken in the preparation of this site, but no warranty is given as to the correctness of the information and no liability is accepted for any statement or opinion or for any error or omission. This material is provided upon the condition that the user, by receiving or viewing the material shown, agrees not to act in reliance upon it without first satisfying himself/herself by independent enquiry or advice as to the correctness, accuracy, relevance, currency, reliability or otherwise of the material displayed, including (without limitation) representations of fact, nature, quality and suitability. Whilst every endeavor has been made to ensure the accuracy and reliability of the information shown, APDA expressly disclaims any liability or responsibility for any errors or omissions that may occur herein. The user shall have, make or bring no action, suit, claim, demand or proceedings against APDA and its associates for damages, compensation, losses, costs, expenses, orders or any other legal or equitable remedy should any such material be found to be incorrect, inaccurate, erroneous, defective, deceptive or misleading, whether caused by the negligence of the author or any other cause whatsoever. Any third party logos, trademarks or names used on this website are properties of their respective owners, and do not necessarily mean that they have an alliance with APD.
7. **Privacy Policy** - APDA collects, stores and uses data in accordance with APDA's Privacy Policy. For more details please visit <http://www.asiapacificdirect.com.au/privacy-policy.php>
8. **Right to Service** - APDA reserves the right to refuse service to any user, if these users are not aligned with our business operating principles and policies, particularly certain types of websites or online businesses that may deal with socially offensive content or inappropriate material.
9. **Refund Policy** - **ALL** packaged deals ordered through the website are non-refundable. For custom projects, any refund must be requested within 14 days of placing the order. For all projects, a consolidated brief must be submitted before starting the work on the project (unless agreed otherwise). If customer fails to submit a written brief along with all the inputs (for packaged as well as custom projects) within 14 days of making the advance payment, APD may ask for extra charges to resubmit the project in the production queue. If the final brief has not been submitted even after 30 days of making the advance payment, project will be considered inactive and no refund will be granted. For custom projects, if an order is cancelled within 14 days of making the advance payment, but have not submitted the brief, we will refund 75% of the payment that has already been made. If the order is cancelled after the brief has been submitted and the work has already begun, the maximum refund will be 50% of the advance payment. There will be no refund if more than 50% of the work has been completed. Any payment relating to domain name or hosting will have to be paid in full and is non refundable. Under special circumstances, APDA reserves the right to negotiate and refund appropriate portion of the amount paid by customer towards the request for service. Under no circumstances will APDA be liable for any damages arising from misrepresentation or misinformation.
10. **Indemnity** - You will indemnify and hold APDA, its licensors, content providers, service providers, employees, agents, officers, directors and contractors (the "Indemnified Parties") harmless from Your breach of any of these Terms And Conditions or any other terms, conditions, policies or procedures contained on the Web site, including, without limitation, any use of Content other than as expressly authorized in these Terms and Conditions. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and You agree to indemnify and hold harmless the Indemnified Parties from any and all resulting loss, damages, judgments, awards, costs, expenses, and attorneys' fees in connection therewith. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of Your use of the information accessed from the Web site.
11. **Severability** - The provisions of these Terms and Conditions may be exercised and are applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render these Terms and Conditions illegal, invalid or unenforceable. If any provision or portion of any provision of these Terms and Conditions are held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions or portions thereof shall apply with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.
12. **Waiver** - No failure or delay on the part of APDA to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy by APDA preclude any other or further exercise thereof or the exercise of any other right or remedy. No express waiver or assent by APDA to any breach of or default in any of these Terms and Conditions shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition hereof.
13. **Ownership** - Upon final payment for the website design work, our clients become the owner of the website, and they are free to take their site to another developer or host with another company. Please note that all the contents on client site is the responsibility of its respective site owner, and APDA is not responsible or liable for any copyright or trademark issues. Any third party logos, trademarks or names used on this website are properties of their respective owners, and do not necessarily mean that they have an alliance with APD.



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