

Code.Sydney

Client Terms

1 January 2026

TERMS OF USE

These Terms of Use (‘Terms’) govern the use of www.code.sydney website, as well as applying to all purchasers of the Services advertised on this website.

We may modify and update these Terms at any time, without notice. You need to ensure you review the Terms from time to time. In using our website and Services, you agree to be bound by these Terms as well as any and all general terms and conditions and our privacy policy posted on our website from time to time.

DEFINITIONS

“Acceptance Criteria” means the acceptance criteria as outlined in the Quotation.

“Client” and “You” means the visitor of our website and/or purchaser of our Services.

“Client Content” means any and all material, links, words, images including, but not limited to, any goods and services the Client submits or provides to us in any manner.

“Code” means any object or source code written by us during the performance of the Services.

“Deliverables” means the work product, as mutually agreed by you and us, to be delivered to you by us, in the form and media specified and as further defined in the Quotation.

“Final Art” means all creative content developed or created or commissioned by Code.Sydney Pty Ltd (‘Code.Sydney’) and incorporated

into the Final Deliverables, including but not limited to visual designs, visual elements, graphic design, illustration, photography, animation, sounds, typographic treatments and text, modifications to Client Content, and our selection, arrangement and coordination of such elements together with Client Content and/or Third Party Materials, and as approved by the Client.

“Final Deliverables” means the final versions of Deliverables provided by us and approved by the Client.

“Project” means the software development project we will perform for you, the scope of work of which is further defined in our Quotation, and can include any of the Services.

“Quotation” means the quote we provide you for performance of the Services, the scope of which is outlined in the Quotation.

“Services” includes website and application, design, development, testing, coding and support; address, email and phone validation and workflow automation and any other software development work or support.

“the website” means www.code.sydney

“Third Party Materials” means proprietary third party materials which are incorporated into the Final Deliverables.

“We”, “our”, “us” means Code.Sydney Pty Ltd, and includes its directors, employees and contractors.

SERVICES

We agree to provide the Services in a professional manner and in accordance with generally accepted industry practice and standards. Any

specific terms and requirements relating to your Project or support Services will be agreed in writing and notified to us in advance.

- **Application Design and Development**

In this section, intellectual property includes but is not limited to fonts/typefaces, photographs and other images, design or artistic works, text or copy and programming code.

Where we are to source intellectual property for use in the Deliverables, all licence fees due will be paid for by you as an addition to any other costs you may incur in the provision of the Services.

We reserve the right to display and link to your Project as part of our portfolio and to write about the Project on websites, in blog articles and other media.

You agree to provide all materials necessary as soon as reasonably possible to us so that we can complete the Project within our agreed timelines. If you do not provide any requested materials, responses or required items, delays may occur for which we are not responsible. If content, information or material cannot be supplied by you within eight weeks of its initial request, we may cancel the Project.

- **Application Support and Maintenance**

We offer a maintenance and support service following delivery of your Project. We will provide a Quotation for this support separately.

OWNERSHIP OF INTELLECTUAL PROPERTY

- **Client Content**

All Client Content will remain your sole property, and you will be the sole owner of all rights in connection with the Client Content. You grant us a non-exclusive, non-transferable licence to use, reproduce and modify the Client Content solely in connection with our performance of the Services and production of the Deliverables.

You warrant any Client Content you provide to us for provision of the Services is either owned by you, or you have license to use and republish the Client Content. You will fully indemnify us against any and all claims including by you or any third party for use of the Client Content.

- **Third Party Materials**

All Third Party Materials are the exclusive property of their respective owners. We will inform you of all Third party Materials that may be required to perform the Services or otherwise included in the Final Art or Final Deliverables. Under such circumstances, we will inform you of any need to licence and will procure for you the right to use any Third Party Materials subject to you agreeing to be bound by and comply with any additional third party software terms and conditions as well as any costs associated with the license.

- **Final Art and Final Deliverables**

Upon completion of Final Deliverables, and subject to full payment of all fees, costs and expenses due, we hereby assign to you all right, title and interest, including without limitation all copyright and other intellectual property rights, in and to the Final Deliverables and the Final Art. We also assign to you all intellectual property rights in the Code, subject to you granting us a non-exclusive, royalty-free, non-transferrable, worldwide, perpetual license to use the Code for promotion and marketing and future development purposes.

- **The website**

All custom graphics, icons, logos and service names on the website are our registered trademarks, copyright, trade or service marks. Nothing in these Terms grants you any right to use any trademark, service mark, logo, and/or our name or any thing you access through our website and Services.

You agree and acknowledge that we retain all right, title and interest in the website, including but not limited to the inventions and intellectual property rights contained or embodied within the website, subject to any intellectual property rights that have been expressly granted to you under these Terms.

You are solely responsible for obtaining written permission before re-using any copyrighted material that is available on this website. Any unauthorized use of the materials appearing on this website may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

WARRANTIES

You warrant that:

- you own all right, title and interest in, otherwise have full right and authority to permit the use of the Client Content; and
- to the best of your knowledge, the Client Content and the use of the Client Content in the Deliverables, does not and will not infringe the rights of any third party.

We warrant that:

- to the best of our knowledge, the Final Art and Code and use of the Final Art and Code provided by us in the Final

Deliverables, does not and will not infringe the rights of any party.

COMPLETION AND ACCEPTANCE

- We will endeavor to perform the Project and provide the Final Deliverables by our estimated completion date as provided in the Quotation. We cannot guarantee any estimated completion dates as there are many matters outside of our control, including for example software interruptions, or force majeure events.

- Once the Final Deliverables have been provided to you, you must notify us within 7 days if the Acceptance Criteria have not been met. We will then resubmit the Final Deliverables to you in accordance with the Acceptance Criteria. If we do not receipt any notification, the Final Deliverables will be deemed to be accepted 7 days after the delivery date.

PRICING AND PAYMENT

Quotations

All our Quotations are valid for 30 days from the date of the Quotation. Quotations will outline the scope of the Project or support Services, the Deliverables, the Acceptance Criteria, the estimated completion date or support Services dates, and the price and any additional terms for payment.

Any modification to the specifications provided will require a re-evaluation of the Quotation and may vary the quoted amount.

Once you accept the Quotation we will commence the Services on the date as notified to you, or if none then immediately upon acceptance.

Variations

You may vary any request for Services at any time as we understand situations can change. However there is a cost for variations that are over and above the original scope of work in the Quotation and we will advise of such additional costs at the time of the request for variation. You agree to pay all fees and costs incurred for the original scope of work agreed and for any additional variations you request us to complete.

This may include but is not limited to:

1. Changes to business focus and website or Project focus;
2. Change of mind;
3. Inclusion of a new person or committee which affects opinions and/or requirements;
4. Changing of committees or boards in power;
5. Changing the brand, name or other major factors of a business;
6. Changes to scope, design, functionality, or similar.

In any event there is a variation to pricing, you will be notified in writing, electronically or otherwise.

Payment terms

Projects and support Services may be paid for up front or over the duration of the Project or support Services.

Payment terms are 14 days from the date of the invoice. In the event that 14 days have passed and payment has not been received, we reserve the right to suspend the Services until payment is received or, in the case of multiple breach of terms, terminate the Services.

Non payment of outstanding amounts over 30 days will be referred to a debt collection agency for full reimbursement including any debt collection expenses.

Periodic Payment Fees

In the case of Services which require periodic fees, you must pay the fees in advance to ensure continuity of the Services. Any late payments may result in break in Services for which we are not responsible or liable in any manner.

Automatic Payment Methods

By providing your credit card or other direct debit details, you authorise us and agree to the periodical payment as agreed in our Quotation being automatically deducted from your credit card or other nominated payment method at the beginning of each period unless you or we cancel the Services in accordance with the below Refund and Termination clause.

It is your responsibility to keep your contact and payment details up to date. If we do not receive prompt payment in accordance with our terms, we have the right to suspend the Services. Please note that this may have serious consequences which may result in your website or app being unavailable, losing your domain rights or other consequences for which we cannot be held responsible. We will notify you, wherever possible, prior to any such suspension.

AGREEMENT FOR SERVICES

To be eligible to use our website and Services, you acknowledge and agree to the following:

- You warrant that all information you provide is true, correct, up-to-date and accurate;

- We, at all times, abide by the Australian Privacy legislation. Please refer to our full Privacy Policy on our website for details of how we collect, store and use your personal information; and

- You will not transfer, sublicense or grant access to our website or Services to any other person, company, business except as agreed in these Terms.

GENERAL

We make no warranty that the website services will meet your requirements or be available on an uninterrupted, secure or error-free basis. We will use our best endeavors to ensure the website is always available and virus free but from time-to-time, and in some instances, this may not be the case as it may be out of our immediate control. We will endeavor to notify you if the website becomes unavailable for any lengthy and unusual time period.

In order to provide the full suite of Services to you, we engage third party providers from time to time. You agree and acknowledge that the website uses third party vendors and hosting partners to provide the necessary software, hardware, service and storage.

You agree you will not transmit any viruses, malware, worms, etc. of any kind and that you will not upload, post, host or transmit unsolicited material or messages to the website.

REFUND AND TERMINATION

We do not offer refunds for completed Services. At no time do we offer refunds for service or software interruptions that are due to a third party, force majeure or are otherwise outside of our control.

We do, however, abide at all times by the Australian Consumer Law (ACL) in the *Consumer and Competition Act* 2010 (Cth), with respect to our Services and all guarantees and warranties required by such law.

If you wish to request a refund, please notify us in writing at ….. If you wish to cancel the Services at any time, you must notify us in writing and pay for all Services up to and including the date of termination.

WE MAY TERMINATE YOUR ACCESS TO OUR WEBSITE AND SERVICES AT ANY TIME: You agree that we may, in our sole discretion, terminate or suspend your access to the website and Services with or without notice and for any reason, including, without limitation, breach of these Terms. Any suspected fraudulent, abusive or illegal activity may be grounds for terminating your access and may be referred to the appropriate law enforcement authorities.

Upon such termination, regardless of the reasons, and your right to use the website and our Services immediately ceases. We may also bar you from any further access to our website or Services. We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection with such termination or suspension.

MODIFICATION OF WEBSITE AND CONTENT

We reserve the right at any time and from time to time to remove, delete, alter or amend any content, Services or the website. In particular, if we believe the content to be inappropriate, potentially breach regulations, receive complaints or for any other reason and in our reasonable discretion, we may remove or modify content at any time without notice. We shall not be liable to you or any third party for any modification when it is required.

We reserve the right to disclose your name and any other personal details to any law enforcement authority or other competent authority or to any person for the purpose of legal proceedings, prosecution, investigation or any breach, alleged breach of the law or these Terms.

LIABILITY

You agree and acknowledge that we are not liable for any direct, indirect, consequential or incidental loss or damage which may result from your use of our website, the Services or any information contained on it or linked to it. For the sake of clarity, in no event will we be liable for any consequential, indirect, incidental or special damages of any kind including any damages for loss of revenue, profits, damage to reputation, interruption of business, loss or use of data even if the possibility of such loss was made known to us.

This limitation of liability clause includes any reliance by you on the information on the website, access to or inability to use the website. You assume all risk in using the Services and we cannot be liable for your use of or reliance on our Services. While we endeavor to keep the website up-to-date and correct, we make no representation or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the Services for any particular purpose and provide it for your informational purposes and out of our own analysis. Any reliance you place on such information is therefore strictly at your own risk.
ACL: Certain legislation including the ACL in the *Consumer and Competition Act* 2010 (Cth), and similar consumer protection laws and regulations may confer you with rights, warranties, guarantees and remedies relating to the provision of Services by us to you which cannot be excluded, restricted or modified (Statutory Rights).

Our liability is governed solely by the ACL and these Terms. We exclude all conditions and warranties implied by custom, law or statute except for your Statutory Rights.

Except for your Statutory Rights, all goods and services are provided to you without warranties of any kind, either express or implied; and we expressly disclaim all warranties of any kind including but not limited to implied warranties of merchantability and fitness for a particular purpose.

Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

INDEMNITY

Client Indemnity
Client agrees to indemnify, save and hold us harmless from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party arising out of any breach of Client's responsibilities or obligations, representations or warranties under these Terms.

Our Indemnity
Subject to the terms, conditions, express representations and warranties provided in this Agreement, we agrees to indemnify, save and hold harmless Client from any and all damages, liabilities, costs, losses or expenses arising out of any finding of fact which is inconsistent with our representations and warranties made in these Terms, except in the event any such claims, damages, liabilities, costs, losses or expenses arise from an act or omission of the Client.

GOVERNING LAW

These Terms of Use are governed by the laws of the state of New South Wales which are in force from time to time and both you and we agree to submit to the exclusive jurisdiction of the Courts of the state of New South Wales for determining any dispute concerning these Terms.