

Copyright, Privacy, and Terms of Engagement

Updated 29 June 2016

By using our websites and engaging our services, you are agreeing to be bound by these terms.

'We', 'Eicolab', and 'Eidesign' and 'Eicolab' means Eidesign Pty Ltd; a registered Australian company (ACN 076 488 401, ABN 71 076 488 401). Eicolab (BN98230313) is a trading name wholly owned by Eidesign Pty Ltd.

1 Quotes, Invoices and Payments

- 1.1 We cost engagements in three ways:
 - 1.1.1 Fixed quote; for a fixed term or to deliver agreed outcomes. Examples are a user experience design project, or a service or process design project.
 - 1.1.2 Fee per session; where each session is of a fixed duration. Examples are a one-hour face-to-face consultation, or a half-day (four-hour) workshop.
 - 1.1.3 Fee per deliverable item; where the item is of an agreed nature. Examples are a piece of writing of a specific length, or an infographic/illustration of a specific complexity.
- 1.2 Unless stated otherwise in the proposal, our fee and rate do not cover extraordinary expenses such as flights, hotels, couriers, taxis or long-distance/roaming phone and data charges. If these were to be necessary, you will be notified prior to their commitment. These expenses will then be on-charged to you.
- 1.3 An invoice will be issued at the following times:
 - 1.3.1 For fixed quote projects: depending on the nature of the project and pre-engagement discussions, we may issue you invoices at the start/end of projects or the start/end of project phases.
 - 1.3.2 For fee per session engagements: we will invoice you at the end of each session.
 - 1.3.3 For fee per deliverable item engagements: we will invoice you upon delivery of each item.
- 1.4 Our payment period is 14 days from the date of issue on our invoice.
- 1.5 If you are late with payment, we may become less attentive. And subsequent project phases may be delayed.

- 1.6 If you are unable to pay, we will retain full ownership of the work, which means you can't use it without breaking copyright laws. We may also take legal action against you.
- 1.7 You can make payments via electronic funds transfer, PayPal, credit cards (via PayPal) or Australian company and bank cheques. We cannot accept cheques from outside of Australia. Please kindly notify us up-front if you prefer to pay by credit card or PayPal.
- 1.8 Except where we have been notified of your preferred payment method prior to the commencement of work, you are responsible for paying any processing and currency exchange fees that may be charged by intermediary financial institution (such as a bank or PayPal) in the course of transferring funds to us.
- 1.9 If you are a pro bono client we will issue you with a non-payable invoice, as a record of the value of our contribution.

2 Cancelling Projects and Appointments

- 2.1 When you cancel an engagement, or an engagement is cancelled due to non-payment of our fees, the following conditions apply:
 - 2.1.1 For fixed quote projects: We will transfer work that has been paid for to date to you within a reasonable timeframe. We will cease work on subsequent phases of the project. Payments you have already made for future not-yet-started phases of the project will be refunded.
 - 2.1.2 For fee per session engagements: Any payments you have already made for the cancelled and future sessions will be refunded except where costs have already been incurred such as facility and travel/accommodation bookings. You will be invoiced for the cost of these bookings if your pre-payments are insufficient to cover the incurred amounts.
 - 2.1.3 For fee per deliverable item engagements: We will cease work. You will not be entitled to receive or use any of the incomplete work. Any payments you have already made for future not-yet-started work will be refunded.
- 2.2 If we cancel an engagement, the following conditions apply:
 - 2.2.1 For fixed quote projects: We will transfer any incomplete work to you within a reasonable timeframe, and provide reasonable documentation to enable you to continue the project with another supplier. We will cease work on subsequent phases of the project. Payments you have already made for the currently incomplete and future not-yet-started phases of the project will be refunded.
 - 2.2.2 For fee per session engagements: Any payments you have already made for the cancelled and future sessions will be refunded.

- 2.2.3 For fee per deliverable item engagements: We will transfer any incomplete work to you within a reasonable timeframe, and provide reasonable documentation to enable you to continue the project with another supplier. Any payments you have already made for the cancelled and future not-yet-started work will be refunded.
- 2.3 If the engagement is restarted at a later stage, it will be treated as a new engagement. There will be a new quote, new agreement, and new terms.

3 Project Specifications and Fixed Quotes

- 3.1 If detailed specifications are required for a fixed quote project, this will be costed as a distinct project phase.
- 3.2 Where a fixed quote is not possible for an entire project (because subsequent phases are unclear or information not yet available), we will provide cost estimates for the yet-unknown phases and/or an hourly/daily rate.
- 3.3 We will begin work only upon your agreement to the project plan, quotation, and detailed specification and requirements if created.
- 3.4 Depending on the nature and duration of the project, an upfront part payment may be required to kick-start the project.
- 3.5 If a project is broken into phases, we will invoice you on the completion of each phase.
- 3.6 Unless an expiry date has been specifically stated, a fixed quote will expire 30 calendar days from the date of issue.

4 Privacy, Confidentiality and Recordkeeping

- 4.1 We will keep all communications with you private, except where such communications occur in a public forum or service like Twitter or the comments section of our websites.
- 4.2 We do not use spam mail or cold-call phone calls to solicit business.
- 4.3 Our websites do not collect or store information that can be used to identify you as an individual. We do use cookies on our websites to enable usage tracking.
- 4.4 We do not use third party agencies that will ask you for private or security-related information like bank account details or passwords.
- 4.5 We have a default, blanket non-disclosure practice. Everything we discuss will remain private between us. The only third parties who can access this information will be subcontractors or law enforcement agencies with the appropriate court orders.) We will notify you if these parties need to access your information.
- 4.6 When we talk about your project as a case study, or showcase your project on our online portfolio, we will take care to obscure all details that may be reasonably construed as trade secrets or private and personal details.
- 4.7 We do not audio or video record any of our engagements without your explicit consent.

- 4.8 We do take handwritten and typed notes, including photographs of whiteboard notes, during engagements.
- 4.9 Your project information (including material you supplied and notes taken during meetings) are stored on password-protected systems. Your bank, credit card and login-password details are stored on encrypted systems.
- 4.10 You may request a copy of any recordings, notes and project files related to your project within one year from the end of our engagement. We will provide such information – where we still have them on record and they are accessible – to you within a reasonable timeframe. We reserve the right to charge you for our time and any file-transfer costs like media and data charges.
- 4.11 We do not offer an archive and retrieval or file storage service. It is your responsibility to keep backups of any material you sent us, and any material we send you.

5 Duty of Care

- 5.1 We maintain a non-judgemental, accepting, inclusive and safe stance in all of our engagements to enable open dialogue.
- 5.2 We do not disclose information from our engagements to any party except under the following circumstances:
 - 5.2.1 There is child-abuse or child-neglect.
 - 5.2.2 There is an imminent threat to yourself or others. This includes risks of suicide, self-harm, or violence against others.
 - 5.2.3 There is criminal activity.
 - 5.2.4 There is animal-abuse or animal-neglect.
- 5.3 We do not provide any clinical diagnoses of mental health or other conditions.

6 Intellectual Property

- 6.1 Your intellectual property and trade secrets are yours. We will not lay claim to them.
- 6.2 Our intellectual property and trade secrets are ours. You will not lay claim to them.
- 6.3 In most cases, once you have paid our fees, what we deliver to you will become your intellectual property – where we have the right to hand that ownership to you.
- 6.4 Some of what we deliver may incorporate material licensed from third parties (such as stock photo libraries or open-source and other third party software code libraries) in which case the copyright ownership may not be ours to give away.
- 6.5 Unless we have a separate contrary agreement, you will be able to use what we create for you for its intended purpose, forever, and without any further payments to us.

- 6.6 You may have to pay other third parties – like the web hosting provider, or any one-off or ongoing licensing fees to third party software vendors or stock media libraries.

7 Warranty on Software

- 7.1 We provide a lifetime warranty against bugs in any software code we have written ourselves, provided that the software is still being used for its original agreed purpose, and on the originally specified hardware and operating system platforms.
- 7.2 We will correct any mistakes that we have made in written or graphical materials until such time that you approve and accept the work.
- 7.3 Any upgrade and maintenance work required as a result of changing the original agreed purpose or operating system changes (including patches) may incur additional cost and be quoted as a new project.
- 7.4 If we use a third party subcontractor to write code, their warranty may differ from ours. In this case, their warranty applies. And we will let you know what this entails.
- 7.5 We can't provide warranty on open source software code or code licensed from third parties.
- 7.6 Our warranty cannot cover factors beyond our control such as natural disasters, terrorism, economic downturns or coffee spills.

8 Compliance and Ethics

- 8.1 We operate an ethical and legal business. We abide by the relevant state and federal corporations and fair trading regulations.
- 8.2 We always tell it like it is.
- 8.3 We always represent our skills and availability truthfully. If we are unable to be of service to you, we will inform you and work with you to hand-over any in-progress work.
- 8.4 We work to enable your self-sufficiency and self-reliance.
- 8.5 If we become aware of any conflict-of-interest situations, we will inform you and work with you to hand-over any in-progress work.
- 8.6 We treat our people, subcontractors and suppliers fairly.
- 8.7 We do the right thing by the environment by minimising our carbon footprint and using environmentally-responsible suppliers.

9 Subcontractors

- 9.1 We may engage subcontractors with specific expertise at our discretion to work with us on your project.
- 9.2 Our subcontractors work under the same terms outlined in this document, unless we tell you otherwise.

9.3 Their cost will be part of our quote unless specified otherwise.

10 Subcontracting

10.1 Sometimes we work as subcontractors to other businesses.

10.2 When we are the subcontractors, we work under the terms and conditions of the business we are subcontracting to. Their terms may be different to ours. This document may not apply.

11 Responsibilities

11.1 We are responsible to you to do the right thing insofar as our work is concerned.

11.2 We conduct ourselves ethically and legally and with a high level of transparency.

11.3 We look after your interests as well as we do our own.

11.4 We are not responsible for your person, your people, your actions, your decisions, the correctness or suitability of any material you supply us, or how you run your business and conduct your affairs.

11.5 You are responsible for delivering necessary material to us, provide access to the right people, render feedback, make decisions and make payments to suppliers and us in accordance to the project plan and agreed proposal.

11.6 You are responsible for the final checking, approval and acceptance of content material such as text and graphics, for correctness and suitability.

12 Websites Copyright and Terms of Use

12.1 By websites we include websites, blog posts, twitter feeds and other online sources of information we create and publish.

12.2 Unless otherwise specified in context, the material on all our websites are copyright © Eidesign Pty Ltd, ACN 076 488 401. All rights reserved.

12.3 Third party content on this site is displayed with the owners' permission. We have modified some case studies to obscure identifying information and trade secrets.

12.4 All trademarks and copyrighted intellectual properties remain the sole property of their respective owners as appropriate, where indicated or implied.

12.5 Any information you submit to us via web forms on our websites become our property. Unless it is your trade secret, or it belongs to someone else.

12.6 All the information on our websites are presented "as-is". We will change things when it suits us, and without notifying you.

12.7 We do try our best to spell things corectlu, acknowledge sources, check facts, and say (mostly) responsible things. But we are not perfect, so you need to exercise your best judgement at all times.

- 12.8 Resources and any other material that could be construed as “advice” are provided as-is without any warranty. They may not be suitable for your circumstance. Please use them at your own discretion.
- 12.9 Feel free to link to our websites. Feel free to tell others to link to our websites.
- 12.10 If you wish to reproduce any of the material on our websites (such as in a book or resource article for example), please ask us before you do so.

13 Email Disclaimer

- 13.1 This disclaimer applies to every email sent by us (written by humans or machines reasonably under our control) through all our email accounts.
- 13.2 Each email is intended for the stated recipients only. They may contain confidential information. If you have mistakenly received an email from us, please let us know and delete it from your account.
- 13.3 Although we take reasonable steps to protect our systems, we cannot guaranteed that all emails from us are free of viruses or other malware. You will need to be responsible for protecting your systems from viruses and malware.
- 13.4 Where it is within our right to do so, we own the copyright of the contents of our email.
- 13.5 We use emails a lot to discuss the terms and scope of projects prior to starting actual work. Sometimes, discussion points can unintentionally come across like a contract. Unless we specifically say so in each email, such discussion emails do not form any binding contract or a promise to do something for you. Similarly they do not obligate your commitment either. Please ask us to clarify anything that may be unclear.

Ends.