

ATCHURCH

(Website Development)

“websites that are built specifically to the needs of your church or small business and are easily maintained by you”

Website Agreement Document

ATCHURCH Standard Agreement

Author:

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12-03-07



Signature

Date

Client:

Signature

Date

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1 OVERVIEW

This document will specify the agreement between **atchurch** and you as the client for which you are about to sign up to. By opening an account with **atchurch**, you are agreeing to these terms and conditions.

1.1 Definitions and Acronyms

These definitions and acronyms are used within this document:

Term	Definition
atchurch	atchurch Business
Agreement	An agreement made between atchurch and you, the client.
Website Hosting	The ability for atchurch to hold internet website pages on their server on behalf of another party.
Website Packages	The pre-made website variations available to you, the client
Modules	The individual features available to you. Eg. Audio Download, Photo Gallery, News
Domain Name	The unique address or URL of a particular Web site
Website Template	A pre-made website design built in the atchurch framework
Bug	An error, problem or issue that might arise in the use of your website that may cause it to not function or display correctly.

1.2 Scope

This document covers the two main areas of business that atchurch are offering in the form of various products and services. These are :-

- Website Development & Hosting
- Domain Name Registration

1.3 Continuing Development

Atchurch has built this website development tool to be of assistance to churches and small businesses for an affordable price. However, due to the project still being in beta development and whilst extensive user testing has been conducted, some minor issues or bugs may still be found within your website. **Atchurch** appreciates that in agreeing to this document you take into consideration this fact and will notify us of any issues that may arise so that we can continue to make this a robust product. Any improvements to the system will be automatically updated in your website.

Email hosting is unavailable through **atchurch**. However, Email Forwarding is now available as a service. This enables you to have an email address that matches your url, but is set up simply to forward emails to a pre-existing account.

2 CONDITIONS RELATING TO THE USE OF YOUR WEBSITE

2.1 Your Website Account

Atchurch will issue an administration username & password to the main user of the website which will allow you access to edit, change or delete information on your website. Generally this is the person who signs this document. If there is more than one person responsible for maintaining your website, you may share this username & password or request a separate administration account. If you use the website, you are responsible for maintaining the confidentiality of your username and password and for restricting access to your computer to prevent unauthorised access to your website. You agree to accept responsibility for all activities that occur under your username. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else who should not have access, or if the password is being, or is likely to be, used in an unauthorised manner.

Please ensure that the details you provide us with are correct and complete and inform us immediately of any changes to the information that you provided when registering.

atchurch reserves the right to terminate accounts or remove or edit content at our discretion.

2.2 Access to your website

We will do our utmost to ensure that availability of the website will be uninterrupted and that transmissions will be error-free. However, due to the nature of the Internet, this cannot be guaranteed. Access to the website may very rarely be suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services. We will notify you of any extended delays that may occur.

2.3 Your Conduct

You must not use the website in any way that causes, or is likely to cause, the website or access to it to be interrupted, damaged or impaired in any way. Due to the beta nature of this website development tool, if some non-deliberate action causes the website to break, please notify **atchurch** and we will seek to rectify the problem within a reasonable time frame.

You understand that you, and not **atchurch**, are responsible for all electronic communications and content sent from your computer and you must use the website for lawful purposes only.

You must not use the website for any of the following:

- to send, display, use or reuse any material that is illegal, offensive, abusive, indecent, defamatory, obscene or menacing; or in breach of copyright, trademark, confidence, privacy or any other right; or is otherwise injurious to third parties; or objectionable; or which consists of or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any "spam"

to cause annoyance, inconvenience or needless anxiety

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3 CONDITIONS RELATING TO THE SALE OF PRODUCTS TO YOU

This section deals with conditions relating to the sale of products by **atchurch** to you.

3.1 Our Contract

When you place a verbal or written agreement to purchase a website package or domain name from **atchurch**, we will confirm your order and details of your package by email. Your order represents an offer to us to purchase a product which is accepted by us when we send e-mail confirmation to you.

3.2 Modules & Packages

atchurch supply you with a range of pre-made packages to purchase. Upon agreeing to a package you will be billed at the specified amount. However you may change your package or add/remove specific modules at anytime. The purchase or removal of modules may incur an increase or decrease in monthly hosting costs depending on the module. Modules such as audio or document downloads or photo galleries are more expensive as they require more space & bandwidth. Please contact **atchurch** for more information or quotes on modules.

3.3 Electronic Communications

When you visit **atchurch.com.au** or send e-mails to us, you are communicating with us electronically. We communicate with you by e-mail. For contractual purposes, you consent to receive communications from us electronically and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

3.4 Alteration of service or amendments to the conditions

We reserve the right to make changes to our website, policies, and these Conditions of Use & Sale at any time. You will be subject to the policies and Conditions in force at the time that you order from us, unless any change to those policies or these conditions is required to be made by law or government authority. If any of these conditions is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

3.5 Events Beyond our reasonable control

We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control.

3.6 Maintenance & Help Desk

Atchurch will seek to be available at all times via email to help you maintain your website. Instructions for use are included in the website. All email or phone requests will be followed up within 24 hours. Due to the beta nature of this website development tool, if the issue is one that will requires a longer time period to resolve, we will notify you and inform you of the expected time frame.

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3.7 Server Use

atchurch provides World Wide Web page hosting. atchurch reserves the right to suspend or cancel a customer's access to any or all services provided by atchurch when atchurch decides that the account has been inappropriately used or otherwise. Administration accounts are to be used by the primary user(s) only. Web hosting services are defined as allowing a separate, third party to host content on the owner's web site.

atchurch reserves the right to refuse service and /or access to its servers to anyone.

atchurch do not allow any of the following content to be stored on its servers:

Illegal Material - This includes copyrighted works, commercial audio, video, or music files, and any material in violation of any Federal, State or Local regulation.

Adult Material - Includes all pornography, erotic images, or otherwise lewd or obscene content. The designation of "adult material" is left entirely to the discretion of atchurch.

Warez - Includes pirated software, ROMS, emulators, phreaking, hacking, password cracking. IP spoofing, etc., and encrypting of any of the above. Also includes any sites which provide "links to" or "how to" information about such material.

3.8 Payment Policies

atchurch reserves the right to change prices of accounts or services at any time all pricing is guaranteed for the period of prepayment. Payment is due either monthly or quarterly, on a pre pay basis, following the date the account was established. Customers will automatically be invoiced again at the end of their monthly or quarterly period unless closure notification has already been given. Set up & Configuration fees are a once off amount to be paid at the beginning of the website implementation and do not include hosting costs.

atchurch reserves the right to suspend services until the outstanding debt is cleared. An outstanding debt is one that has not been paid within the 30 days of issue of invoice. The customer is responsible for all money owed on the account from the time it was established to the time that the customer sends a written cancellation request.

Domain names registered through atchurch are owned by you, but will be managed by atchurch. Renewal payments are due through a 3rd party at the end of 2 years and atchurch will renew on behalf of you and invoice you directly. Purchase of domain names will be included in the initial invoice.

No bills or invoices will be sent by regular mail. All invoices will be sent directly to customers via email shortly after purchase has been made. All payment is in AUS dollars.

3.9 Payment Options

In order to streamline our accounting procedures and keep costs down atchurch runs a limited number of payment options.

- **Electronic Funds Transfers**
- **Cheques** made payable to "ATCHURCH"

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3.10 Cancellation and refunds

atchurch reserves the right to cancel the service at any time. If a customer contravenes **atchurch's** terms of service a refund will not be issued in the event of a cancellation.

Customers may cancel their account at any time.

Monthly or quarterly fees charged on a prepay basis are non-refundable.

4 ATCHURCH CONTACT DETAILS

4.1 atchurch

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