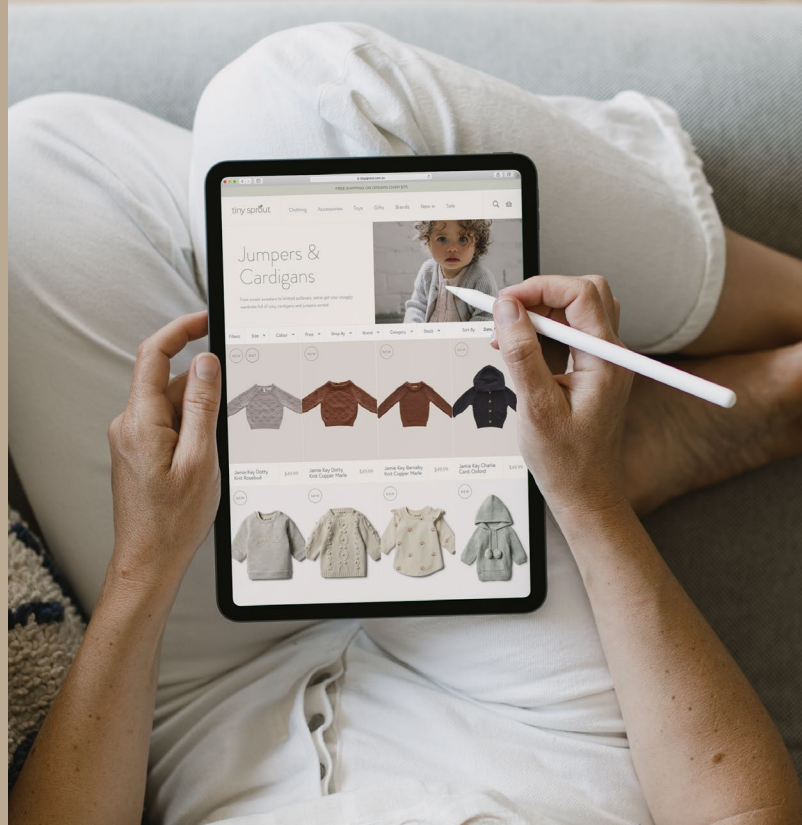


Boost your brand with a one-of-a-kind Shopify store.



## Custom Shopify Website Design Packages

A unique shopfront for your unique brand. 100% cookie-cutter free.

### PACKAGE 1

#### Lite

**\$7,700 +GST**

Simple Shopify store tailored to your brand.

- Bespoke mobile device responsive design
- Homepage with editable sections
- Pages: collection, product, cart, default page, and contact us
- Basic Shopify setup with BYO content

### PACKAGE 2

#### Standard

**\$12,180 +GST**

Add SEO, search and content for better results.

- Same as lite plus:
- SEO keyword research
- Site search function
- Collections page
- First order offer app design and integration
- Content creation for 15 products or pages
- Advanced Shopify setup

### PACKAGE 3

#### Premium

**\$18,900 +GST**

Your ultimate full-featured bespoke Shopify store.

- Same as standard plus:
- Filter and search app design and integration
- Customer account functionality
- Blog feature with 3 blog articles
- Content creation for 15 additional items

Now let's  
take care  
of the  
details...

## Bespoke Website Design

Your website will be fully custom designed to complement your brand, attract your audience and deliver sales. Consistent and professional design, fully mobile device responsive, no third-party themes or cookie-cutter designs.

## Shopify Theme Page Designs

Your custom theme is fully integrated with Shopify's user-friendly platform. Every individual page is custom designed, first as a mockup, then built in our prototype system, before integration as a Shopify theme. Each package has a different set of pages available:

- Homepage with editable sections (all)
- Collection list of products (all)
- Product page (all)
- Shopping cart page (all)
- Default information page (all)
- Contact us custom page (all)
- Collections list of all collections (standard, premium)
- Search results (standard, premium)
- Customer account page (premium)
- Customer registration (premium)
- Customer login (premium)
- Customer account activation (premium)
- Customer reset password (premium)
- Customer addresses list (premium)
- Customer order history (premium)
- Blog list or articles (premium)
- Blog article (premium)

## Shopify Setup

We will setup your Shopify store to best-practice configurations. Lite package includes 1 location, collections, menus, standard payment gateway, and fixed-price shipping. Standard and premium packages add unlimited setup assistance, for example multiple locations, additional payment gateways, shipping zones. Excludes third party app setup.

## App Design and Integration

Enable enhanced features with Shopify apps that add a first order offer pop-up and product filter and search functionality. Our service includes design and implementation of the apps in your theme. App subscription fees apply depending on site size and traffic.

## SEO Keyword Research

Our marketing team will research the search engine keywords that will maximise your website's search engine visibility and ensure you are easily found online.

## Content Creation

SEO keyword-aligned content will be written from the information you supply and added to your Shopify store. Standard package includes 15 pages or products, and premium package increases this to 30 pages or products and 3 blog articles.

## Custom Packages Available

Have unique requirements? A specific app to integrate? Additional content creation or combining features from different packages? We are happy to work out a custom package to meet your specific needs.

# Terms of Service

## 1. Authorisation

By engaging Creative Revolution, Client authorises Creative Revolution to perform the services outlined in this Agreement.

## 2. Agreement Scope and Period

Services supplied, costs and rates are limited to what is set forth in this agreement for the period specified. Any additional services will require an additional agreement. We reserve the right to adjust our service and rates after the period specified in this Agreement.

## 3. Costs and Fees

3.1 Technical development is billed at \$140 per hour plus GST for the duration of this agreement. Copywriting, training and administration are billed at \$120 per hour plus GST for the duration of this agreement. Strategic planning, project management, and website design are billed at \$140 per hour plus GST for the duration of this agreement. Creative Revolution reserves the right to adjust rates after the period of this agreement. Small tasks are billed in 15-minute blocks.

3.2 Fees for professional services do not include outside purchases such as, but not limited to, software licensing, copyright licensing, printing, photography, colour printouts, laminating, illustrations, shipping and handling or courier service. Expenses are itemized on each invoice. Expenses are subject to GST.

3.3 All fees quoted for professional services include one round of changes or corrections as requested by Client. Additional changes or corrections after the second draft are billable at the relevant hourly rate.

## 4. Meetings and Production Schedules

4.1 Production schedules will be established and adhered to by both Client and Creative Revolution. Where production schedules are not adhered to by Client, final delivery date or dates will be adjusted accordingly. Additional costs may be incurred due to increases in time to manage or deliver the services.

4.2 Creative Revolution reserves the right to adjust project milestones during the project.

4.3 The project milestones set do not factor in extensions of time resulting from Client's internal decision-making/information gathering processes, delays in Client providing information to Creative Revolution, changes requested to the original project proposal, delays due to website host companies and absence of Client.

## 5. Overtime

Estimates are based on a reasonable time schedule, and may be revised to take into consideration Client's requested "priority scheduling". Requested priority schedules that require overtime and weekend work will be subject to 60% mark-up at an hourly rate and need to be agreed to beforehand by both parties.

Overtime is defined as between 6.00pm – 9.00am Monday to Friday, all day Saturday, Sunday and public holidays, unless otherwise agreed.

## 6. Payment

6.1 Client agrees to pay Creative Revolution in accordance with the terms specified in each proposal/estimate. Client will be required to pay 40% of the project cost before commencement of work. Unless otherwise specified, all subsequent balances due are payable upon commencement of key stages of the project.

6.2 Client is required to pay milestone payments within 14 days of invoicing. Creative Revolution reserves the right to pause work after 7 days upon late payment, pending payment or negotiation.

6.3 Websites and commissioned work will be published live or transferred to Client's server upon payment of all project fees.

6.4 In the event of cancellation of the project prior to completion, Client must pay Creative Revolution a fee for work completed, based on the contract price and the expenses already incurred.

## 7. Confidentiality and Privacy

7.1 Creative Revolution will not disclose to any third party or use, other than for the purposes of this agreement, any knowledge or information imparted to or obtained by it during or in connection with the fulfilment of this Agreement, which is of a secret or confidential nature relating to the business, equipment, processes, products, services or business strategies offered or employed by Client.

7.2 This obligation of confidence will cease to apply in relation to information that Creative Revolution is required to disclose by any law, or which becomes part of the public domain other than as the result of a breach by Creative Revolution of its obligations of confidence under this Agreement.

## 8. Subcontractors

Creative Revolution reserves the right to assign subcontractors or external suppliers. Any subcontractors or external suppliers will be bound to the terms of this Agreement. Creative Revolution will notify Client of subcontractors working on this project and their role.

## 9. Promotion

Creative Revolution is confident that Client's expectations will be exceeded and as such is notifying Client that Creative Revolution reserves the right to use Client's website, associated graphics and any unused ideas and development in the promotion of Creative Revolution services. Client agrees to allow Creative Revolution to retain a credit and link from the footer of the website.

## 10. Copyright

Client is responsible for all trademark, servicemark, copyright and patent infringement clearances. Client is also responsible for arranging, prior to publication, any necessary legal clearance of materials Creative Revolution uses for this project. Client indemnifies Creative Revolution against any loss or damage arising directly or indirectly from any unauthorised use of photographs, text, or other Intellectual Property not under copyright ownership of Client.

## 11. Project Copyright

11.1 After acceptance of the website and payment of all sums due by Client, Creative Revolution agrees to assign perpetual and unrestricted copyright to use any materials produced by Creative Revolution in accordance with this Agreement to Client including exclusive usage rights to unique graphics.

11.2 Creative Revolution reserves all rights to licence and release all software code including website templates developed under this agreement.

## 12. Dispute Resolution

In the event of unresolved disputes between the parties to this Agreement the following dispute resolution procedure will apply:

a) the party claiming that a dispute has arisen in relation to this Agreement shall give the other party written notice specifying the nature of the dispute;

b) within 10 Business Days of receipt of that notice the parties must hold discussions and negotiations in good faith in order to amicably resolve the dispute; and,

c) in the event that the parties cannot resolve the dispute through discussions and negotiations the parties shall refer the dispute to an independent mediator or expert as agreed or, failing agreement, as appointed by the Chief Executive Officer of Creative Revolution and will use their best endeavours to resolve the dispute in mediation;

d) the cost of submission to an independent mediator or expert will be met equally by the parties.

## 13. Force Majeure

Client and Creative Revolution shall not be deemed in breach of this Agreement if one party is unable to complete the Services or any portion thereof by reason of fire, earthquake, labour dispute, act of God, death, illness or incapacity or any local, state, federal, national or international law, governmental order or regulation or any other event beyond Creative Revolution or Client's control (collectively, "Force Majeure Event"). Upon occurrence of any Force Majeure Event, the party shall give notice to the other party of its inability to perform or of delay in completing the Services and shall propose revisions to the schedule for completion of the Services.

# Terms of Service

## 14. Limitation of Liability

In all circumstances, the maximum liability of its Designers, Directors, Officers, Employees, Design Agents and Affiliates ("Creative Revolution parties"), to Client for damages for any and all causes whatsoever, and Client's maximum remedy, regardless of the form of action, whether in contract, tort or otherwise, shall be limited to the net cost of this project as specified in this Agreement. In no event shall Creative Revolution be liable for any lost data or content, lost profits, business interruption or for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of or relating to the materials or the services provided by Creative Revolution even if Creative Revolution has been advised of the possibility of such damages, and notwithstanding the failure of essential purpose of any limited remedy.

## 15. No Software Warranties

15.1 All software, technical solutions and systems are provided "as is" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Creative Revolution makes extensive use of third party solutions and cannot warranty systems that we have no control over.

15.2 If warranties are required, Creative Revolution will attempt to source warranted services. In this context any warrantee would be provided by a third party and will Creative Revolution will assume no liability.

## 16. Plugins and other software

Creative Revolution takes no responsibility for the quality of plugins and other software (defined as purchased software), assumed to be of a professional quality. If software is supplied with bugs and defects, Creative Revolution will not be liable for fixing them.

## 17. Termination

Either party may terminate this Agreement by giving 30 days written notice to the other of such termination. In the event that work is postponed or terminated at the request of Client, Creative Revolution shall have the right to bill pro rata for work completed through to the date of that request, while reserving all rights under this Agreement.

If additional payment is due, this shall be payable within fourteen days of Creative Revolution delivering an invoice to Client after notification by Client to stop work. In the event of termination, Client shall also pay any expenses reasonably incurred by Creative Revolution pursuant to this Agreement.

## 18. Severance

Part or all of any provision of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining provisions of this agreement continue in force.

## 19. Assignment

Neither party may assign this Agreement or any rights under this Agreement without the prior written consent of the other party, which consent must not be unreasonably withheld.

## 20. Governing Law and Jurisdiction

This Agreement is governed by the laws of the State of Victoria within the Commonwealth of Australia and each party submits to the non-exclusive jurisdiction of the courts of that State.

## 21. Data, Security and Ongoing Management

21.1 Upon the end of this Agreement, Client is free to transfer their website to another service provider. Creative Revolution will supply the last backup of the site code and associated data. Creative Revolution will take all reasonable actions to transfer Client's domain name to a new registrar.

21.2 Ongoing Management (see definition) is not included in this agreement and will require an additional agreement.

21.3 If Client does not proceed with an additional or Ongoing Management agreement, Client is responsible for Ongoing Management of the website and indemnifies Creative Revolution against any loss or damage arising directly or indirectly from website downtime or security breaches.

## 22. Client Responsibilities

If Client or their agent or contractor employed by the Client other than Creative Revolution attempts to update, edit or alter the site's pages, infrastructure, source files or hosting management in a way that causes damage to individual pages or the site's architecture, time to repair web pages will be assessed as an additional cost above the costs outlined in this agreement and at our professional or overtime rates.

## 23. Domain Names

All domain names are legally owned by Client. All domain name registrations are subject to availability and registration rules. Client manages their domain(s) and payment of fees unless Client requests in writing that Creative Revolution manage the domain name(s) on behalf of Client. In this circumstance Creative Revolution will invoice Client when fees are due.

## 24. Hosting

24.1 Client is responsible for contacting the chosen host for support relating to hosting matters. Creative Revolution will charge for costs incurred liaising with the hosting company and supporting Client with hosting related issues.

24.2 Creative Revolution will charge for costs incurred due to differences in hosting environment if installation and management exceeds standard time frames. This includes delays caused by slow server speeds and incompatibility with hosting environments.

## 25. Browser Variance

Creative Revolution websites are tested in current versions of Google Chrome, Safari, and Firefox on desktop, and Safari on iOS (iPad and iPhone). Support for additional browsers or devices will be quoted by request.

## 26. Colours

Website visitors use different monitors with different settings. Colours and image quality of the website including graphics and photography may change between computers and monitors.

## 27. Testing, Acceptance and Launch of the Website

27.1 Once the project has, in the opinion of Creative Revolution been completed, Creative Revolution will notify Client either verbally or in writing, and provide Client with an opportunity to test and review the website.

27.2 If Client determines that the website does not comply with the Project Components agreed to in this document, Creative Revolution agrees to carry out any necessary and reasonable modifications without extra charge.

27.3 When Client is satisfied with delivery of Project Components, Client will notify Creative Revolution of acceptance in writing, after which the website will be launched.

27.4 In the event that Client finds that the website does not comply with the Project Components after launch, Creative Revolution agrees to carry out any necessary and reasonable modifications without extra charge for a period of 30 days from date of launch.

## 28. Errors and Omissions

28.1 Creative Revolution is not liable for errors or omissions.

28.2 Client indemnifies Creative Revolution against any loss or damage arising directly or indirectly from any errors and omissions.

## 29. Copy

All text must be supplied in digital format (TXT, RTF, HTML, MS Word, Open Office, InDesign).

## 30. Images

Graphics and photographs are to be supplied in digital format to Creative Revolution. Photographs must not exceed a file size of 5mb each (unless by prior arrangement). Larger files will incur an extra cost due to increased time in processing.

## 31. Branding

All logos and branding must be provided in an industry standard vector format (preferences are: EPS, PDF, Illustrator).