

Yowie Websites — Terms and Conditions

Last updated: 9 October 2025

Welcome to **Yowie Websites** ("we", "us", "our"). These Terms and Conditions ("Terms") govern your use of our website yowiewebs.com.au and any products or services provided by Yowie Websites, owned and operated by Cheryl Searles.

1. Services

Yowie Websites provides website design, development, hosting, domain name registration and resale, and related digital services. All services are supplied as outlined in your approved quote, proposal or service agreement. Any timeline or delivery estimates are subject to timely receipt of information and approvals from you.

2. Quotes and Pricing

- All quotes are valid for 30 days unless otherwise stated.
- Prices are in Australian Dollars (AUD).
- Yowie Websites is not registered for GST; therefore, no GST will be added to invoices.
- Additional work or revisions outside the agreed scope may incur extra fees, which will be quoted and require your approval before work continues.

3. Payments

- A deposit may be required prior to commencement; the balance is due on completion, or as otherwise agreed in the service agreement.
- Accepted payment methods include bank transfer, credit/debit card, and over-the-phone payments.
- A 2.2% surcharge applies to payments made over the phone to cover card processing fees.
- Invoices are payable within the timeframe stated on the invoice. Late payments may incur interest, delay project delivery, or result in suspension of services until the account is settled.

4. Hosting Services

Hosting services resold by Yowie Websites are provided via third-party data centres and suppliers. While we select reputable providers, we cannot guarantee uninterrupted uptime or availability. Yowie Websites is not responsible for loss of data, downtime, interruptions, or security incidents caused by third-party providers, cyberattacks, user error, or events beyond our reasonable control. Clients are responsible for maintaining regular backups of their website data. Backup options can be arranged for an additional fee. Hosting accounts and services must be renewed prior to expiry to avoid suspension or loss of data. We may suspend or terminate hosting for overdue payments or breaches of these Terms.

5. Domain Name Registrations

Domain registration and management are provided through accredited registrars. Yowie Websites assists with registration and renewal tasks as an agent on your behalf. Legal ownership of a domain rests with the client once payment is complete and registration details are correctly recorded with the registrar. Clients must ensure contact information for domain

registrant records is accurate and up to date. Yowie Websites is not liable for loss of a domain due to non-renewal, incorrect contact information, or registrar issues.

6. Intellectual Property

Ownership of the final website design, unique written content and images created specifically for you transfers to you upon full payment, unless otherwise stated in a written agreement. Yowie Websites retains ownership of any proprietary tools, templates, libraries, or code frameworks used to build the site; these remain our IP and are licensed to you for use on the delivered website. Third-party assets (stock images, fonts, plug-ins) are subject to their original licences. You are responsible for complying with those licence terms.

7. Client Responsibilities

- You agree to provide all required content, images, access to systems, and timely feedback to allow us to complete work.
- You warrant that content you supply does not infringe any third-party rights (copyright, trademark, privacy) and you will indemnify us for any claim arising from such material.
- You are responsible for keeping credentials and passwords secure. We are not liable for breach or misuse of credentials provided by you.

8. Limitation of Liability

To the maximum extent permitted by law, Yowie Websites excludes liability for indirect, special, incidental or consequential loss (including loss of profit, revenue or data) arising out of or in connection with our services. Our total aggregate liability for any claim shall not exceed the amount paid by you for the specific service giving rise to the claim.

9. Cancellations and Refunds

If you cancel the project after work has commenced, you may be charged for work performed up to the date of cancellation. Any deposits paid may be retained as part payment for work completed. Hosting and domain registration fees are generally non-refundable once the service has been activated and registrar fees incurred.

10. Privacy

We collect and handle personal information in accordance with the Australian Privacy Principles. Our Privacy Policy (separate document) describes how we collect, use, store and disclose personal information.

11. Security and Data

We take reasonable steps to secure systems and data, but we cannot guarantee absolute security. You should maintain independent backups and take appropriate security precautions.

12. Third-Party Services

We may integrate or use third-party services, plugins, or APIs. We are not responsible for the availability, performance, or changes to such third-party services.

13. Changes to These Terms

We may update these Terms from time to time. The latest version will be posted on <https://yowiewebs.com.au/terms>. Continued use of our services after changes constitutes acceptance of the updated Terms.

14. Governing Law

These Terms are governed by the laws of the State of New South Wales, Australia and the parties submit to the non-exclusive jurisdiction of the courts of that state.

15. Contact Information

For questions about these Terms or our services, contact:

Cheryl Searles

Yowie Websites

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