

Astronaut Terms of Service

Thank you for choosing Astronaut - we look forward to working with you and your team.

At Astronaut we prefer a friendly, firm, and fair approach to effectively manage projects to ensure that everyone is happy. We are friendly in our approach - we use simple, clear, easy to understand language to ensure any ambiguities are minimised. We are firm in our scope of work, deliverables, boundaries, and terms - this is a professional relationship, there are specific outcomes that we are seeking to meet, and we take what we do seriously. We are fair in our pricing, process and structure - we want our client relationships to be mutually beneficial and provide value for everyone involved. Our goal is to deliver a quality product and experience for a fair price.

The vast majority of projects run smoothly, without any problems. However, from time to time, something does come up, and it's important that we have an understanding of how best to deal with it. This document is designed to ensure that we're both protected from any unexpected circumstances. In the interests of saving a lot of headaches, this document contains the strict minimum of legal jargon required to still be legally enforceable. While the terms are relatively standard it's important that you understand them and contact us if you have any questions. Your ongoing communications with us after being provided this document constitute your continuing acceptance to the terms.

Please get in contact if you have any questions whatsoever!

You are engaging the services of Astronaut Digital Limited, to provide design and development services, as outlined in our previous correspondence and expanded in our future communications.

You (the client, or customer) agree to provide us (we, our, Astronaut Digital) with everything that we need to complete the project as necessary, and when we need it, as mutually agreed. You'll review our work whenever necessary and provide feedback and approvals in a timely manner. We'll endeavor to meet any deadlines set but can't be responsible for a missed launch date or a deadline if you have been late in supplying necessary information or approvals on-time at any stage.

Contract Formation

Any work requested will be completed at our Standard Hourly Rate unless an estimate is specifically requested. Your ongoing communications with us after being provided this document constitute your continuing acceptance to the terms.

Estimates are valid for acceptance for 30 days unless otherwise stipulated. We prefer if you accept an estimates via email. If you request services in absence of an Estimate or proposal you are agreeing to pay for our services in accordance with our Terms of Service and Standard Hourly Rate. Once a request for work has been initiated you are bound to pay the estimated or quoted price (including the cost of any additional variations as requested or required).

Review & Fees

You'll have opportunities to review our work and provide specific feedback. If, at any stage, you're not happy with the direction the work is heading and we cannot come to an agreed upon direction, you'll pay the hours incurred at standard rate for our work produced until that point. If a cost estimate has been provided for your project then a minimum charge of 50% of the total quoted project price will apply if you choose to do this.

Content & Imagery

Unless otherwise agreed, we're not responsible for writing or editing any text copy, or providing imagery. We cannot be held liable for the usage of any material you provide to us; including cases where you have provided material that infringes on the rights or intellectual property of others.

Typography

We love using the latest fonts and typographic styling in your designs - unless otherwise stated, our hourly fees cover the license cost of these elements to cover the usage necessary for your project. However, most typographic licenses only cover a "seat license" - which means we cannot provide you the font files. If you, or another party intend to produce your own works based on the fonts then you may need to obtain your own license.

Proofing

We can not be held accountable or liable for any errors not detected or corrected, even if you have asked us to approve work or proofs on your behalf. It is important that you carefully check all work. We are not responsible for spell-checking.

Incurred Expenses Fees

If we agree to do work for you that incurs expenses (ie. printing costs, purchase graphical assets etc.) then we will add a standard 20% administration fee to all expenses. This fee is not applicable to Online Advertising Platform fees - more details specific to this are outlined in our Digital Advertising Standard Terms.

Privacy

We will collect, retain and use information about you for the purpose of assessing your creditworthiness. We may disclose this information about you to anyone we deem necessary or desirable in order for us to attempt to enforce any of our rights, remedies and powers under this contract.

This may include legal firms, credit providers, credit reporting agencies or debt collection agencies. If you are an individual then this action will be made for the purposes of the Privacy Act 1993. You have the right to request any information we hold about you, and the right to correct any information we hold.

Amendment

We have the right to change or add to the terms of this document at any time, and to change, delete, discontinue, or impose conditions on use of our services. Your use of our services after a change has taken effect constitutes your acceptance of the terms of the modified terms of service. You can request a copy of the current terms at any time by contacting us, or visiting www.astronaut.nz/terms

Copyrights

When your final payment has cleared, any applicable copyrights will be automatically assigned as follows:

a) You'll own any visual or written elements that we created for this project. We'll give you any finished files and you should keep them somewhere safe as we're

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Last Updated January 2025
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not required to keep a copy. You own all elements of text, images and data you provided, unless someone else owns them.

b) We will own the unique combination of these elements that constitutes a complete project consultation and will license that to you, exclusively and in perpetuity for this project only, unless we agree otherwise. This basically just means that you can't take the entirety of the project and sell it to Nike or Coca-Cola, but otherwise shouldn't impact you.

We love to show off our work and share with others, so we reserve the right to display, photograph and link to any work completed as part of our portfolio and to write about it on any forms of media, unless agreed otherwise.

Any concepts not chosen as part of the project will remain our property.

File Provision & Storage

You should ensure you keep any provided files safe, secure and backed-up, as we're not required to keep copies. We shall not be considered liable for the loss of any files or information.

If you require any specific information to be kept secure then you must let us know in advance - email is to be considered an insecure communication medium for these purposes.

The packaging and supply of any archival materials or files already provided shall yield additional costs.

Other Legal Stuff

We can't guarantee that our work will be error-free and so cannot be held liable to you or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if you've advised us of them. We cannot be held liable by you for unintentional intellectual property infringement of material we create. If we fail to strictly perform any of these Terms this does not constitute a waiver of any rights on subsequent occasions.

Finally, if any provision of this contract shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this contract and shall not affect the validity and enforceability of any remaining provisions.

Miscellaneous

All quoted costs are GST-exclusive unless otherwise stated. Astronaut Digital Limited is GST registered in New Zealand. International customers will be provided payment details as required. Any dollar amounts are New Zealand dollars unless labelled otherwise



Estimate Terms

Please note that additional terms for estimates are applicable - and can be found in the Astronaut Estimate Terms of Service.

You can request a copy of the current terms at any time by contacting us, or visiting www.astronaut.nz/estimate

Pricing Schedule

We're sure you understand how important it is to pay invoices that we send you promptly. As we're also sure you'll want to stay friends, you agree to stick to the following payment schedule.

Schedule

Invoices payable no more than 30 days after invoice has been supplied.

Please advise us if your organisation cannot meet these terms. We may accept different terms if requested. Statements & Payment Receipts provided on request.

Standard Hourly Rate:
\$120/hour

Standard Web Hosting:
\$135/quarterly

Priority Requests
(Within 3 working days)
+ 50% Premium

**Standard Domain Name
Registration & DNS:**
\$75/year

Urgent Request
(Weekend / Within 24 Hours)
+ 100% Premium

Online Advertising:
Standard Commission 30% total
budget spend.

Stock Photography Purchasing
Standard \$35 Fee / image
(dependent on supplier & specifications)
Images in excess of this amount billed + 20% administrative fee

Incurred Expense Administrative Fees
20% fee to all third-party expenses

Billing

Our billing is recorded in 15 minute increments, rounded up to the nearest increment. A minimum of 30 minutes is billed for any one project / request.

Service Tiers & Priority

Any work requested for turnaround within 24 hours, weekends or 3 working days will be billed at the designated rates as per our Pricing Schedule. This service is provided at our discretion and subject to our approval.

Revisions

Our standard target for revisions is within 3 to 4 days, larger or more complex projects may result in extended revision times. For urgent requests we will aim to return revisions within 24 hours when possible; priority requests we aim to provide revisions within 2 working days. While we will do our best to meet these timelines we cannot provide any guarantees on delivery or turnaround times.

Interest

Interest is charged if payment is late and is 5% of the outstanding amount to be added every 7 days, starting from the 30th day of providing any invoice. We may also charge you all reasonable costs of recovery and collection fees in relation to any overdue payment. If you do not believe you can pay an invoice in accordance with these terms, please contact us as soon as possible.

Websites & Hosting

Uptime & Liability

We provide fast website hosting and weekly offsite backups of all content and databases. We endeavour to provide reliable, continuous service at all times, however, this service is not totally fault-free and relies on third-parties and factors outside of our control. Therefore, we can't be liable to you or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if you've advised us of them.

From time to time your website may need to be taken offline for updates to servers, virtual hosts, hosting, or other associated systems. Wherever possible we attempt to mitigate the impact of these interruptions and will attempt to notify you of these updates ahead of time if necessary.

Technologies

As web technology and standards change rapidly, we develop to the latest web standards and systems wherever possible and do not guarantee support for older browsers and platforms. Accordingly it is impossible for us to guarantee support or suitability for future standards, platforms and devices. Hosting on servers other than those managed by Astronaut Digital may incur additional development costs. Unfortunately we cannot provide any guarantees to websites hosted on other servers. Features of your site may cease to work if moved to alternative servers or providers.

Payment

Until full payment is received we reserve the right to take your website offline. We reserve the right to withhold delivery and any transfers of ownership until payment has been received in full. This may mean that we remove your website or service due to non-payment.

Any work requested or resulting from actions by yourself, or an associated employee or third-party will be invoiced to you. If this work is of an urgent nature then you will be charged a premium at our discretion - not exceeding the rates stated within our Pricing Schedule.

Termination

You must provide a minimum of 42 days notice if you wish to cease coverage of your webhosting. Requesting termination of your hosting within 12 months of your first hosting invoice will incur an early disconnection fee of NZD\$200.

Packaging and supplying any website files or records will incur additional costs.

Scope & Specifications

The website will be developed to the specifications we both agree upon. Once the website has approval to "go live" the project shall be considered complete. Your request to make the website "live" will constitute your acceptance of the completion of the contractual terms.

From that point onwards you're welcome to request further alterations & additions to your site - these will be charges at the standard hourly rates unless a Quote or Estimate is requested.

Unless otherwise agreed, your hosting fee includes basic content management system platform updates, security maintenance and other related technical maintenance updates.

Miscellaneous

We may utilise commercial code libraries and other products in creating your site - these will be licensed at our cost (unless otherwise stated) for your site only and any derivative works may require further licensing.

Digital Advertising

We provide online advertising campaign design and maintenance services.

Fees & Refunds

The fees for Digital Advertising generally comprise three different parts:

- a) A one-time setup fee
- b) Ongoing monthly agency management fees
- c) Monthly platform advertising fees

We cannot offer refunds for digital advertising campaigns due to large portions of the advertising budget being on-paid on to third-parties (primarily Google Asia Pacific Inc, Google New Zealand and Facebook Inc).

You must provide a minimum of 42 days notice if you wish to cease coverage of your digital advertising.

Liability

Online Advertising is a fluid and dynamic market with a huge variety of variable factors. There are a large number of variables outside of our control. We will endeavour to help you obtain your online advertising goals by providing you with advice, information and technical services in relation to online advertising and marketing. We cannot guarantee any particular rate of return or performance of any online advertising. We cannot be held responsible for commercial outcomes which are associated with the online advertising.

Miscellaneous

We're not affiliated with Google, Google Ads (AdWords), Facebook or Instagram.

We may utilise custom tracking materials including events, lists and custom code. If you end your advertising with us we may disable these as they constitute our trade secrets.

We're subject to additional terms and conditions stipulated by Google Asia Pacific Inc and Facebook Inc. We can generally advise you if we believe requests will be outside of their stipulations, however, we recommend you familiarise yourself with their Terms, Conditions and Privacy Policy regardless.

If you do not currently have a Privacy Policy that is compliant with Google Asia Pacific Inc or Facebook Inc's conditions then you may have to amend your Privacy Policy before we commence advertising.



Mailchimp, Facebook, Instagram & Other Third-party Platforms

We may use a variety of other platforms on your behalf - it's important to ensure you understand each platforms individual terms, conditions and privacy policies.

We shall not be held liable for our failure to be aware of third-party platforms terms, or requests made by a client in breach of these terms and conditions.



Further Information

If you have any concerns, requests, adjustments or any questions **please don't hesitate to get in touch.**