



Customer Service Agreement



1. Introduction

This Service Agreement outlines our commitment to you, our valued customer. New Sky Media is a provider of high quality media production, and this agreement describes the way that we conduct our business and what you can expect from us as professional interactive media developers and consultants.

New Sky Media is an advertising and media production agency that:

- Is innovative in the use of technology;
- Develops media that stands out from the clutter;
- Is innovative in the use of design;
- Meets customers expectation; and
- Delivers quality output on time.

We produce a range of media products for many different applications. The development of media includes, but is not limited to, the production of:

- Printed materials (brochures, business cards, stationery, annual reports, magazines);
- Audio productions (podcasts, radio commercials, music on-hold);
- Web site development and hosting;
- CD-ROM's and other multimedia; and,
- DVDs, corporate videos, TVC's, Powerpoint presentations and slide shows.

2. Our values

New Sky Media values a professional approach to business and our customers. We believe that we have a professional, ethical and moral responsibility to our staff, customers, associates, and to the wider community at large. This belief drives our corporate values which are:

- Earning customer trust through providing quality products and services;
- Understanding the needs and requirements of our customers;
- Supporting our products and services with a strong customer relationship;
- Enabling our customers to improve and innovate their business processes;
- Providing options and advice that empower our customers with choice; and,
- Striving towards excellence in everything that we do.

3. Costs and payments

We have standard rates and charges that are applicable to the development of your project.

3.1. Rate

Work is billed for at the predetermined rate that relates to your project(s) and is based on the quote we submit to you prior to commencing work.

3.2. Invoices

Unless arranged otherwise, New Sky Media will invoice you fortnightly for work in progress and we will deduct that amount from any advance payments we are holding in credit.

3.3. Goods and services tax

All fees and sums payable will include 10% GST (Goods and Services Tax) if it is required to be charged.

3.4. Terms of payment

Terms of payment are strictly 14 days, unless by prior arrangement. A late fee of 18% per annum (calculated daily) will apply for all amounts not paid in full by the due date. You must also pay any collection and legal costs incurred in the recovery of your account.

3.5. Payment method

Our preferred method of payment is by electronic funds transfer (EFT). All our invoices and statements have our EFT details listed on them. Payments can also be made by cheque or money order.

3.6. Legal fees

If legal advice is required by us to modify the terms of this Customer Service Agreement or for the development of your project, it will be done at your expense. All legal fees will be forwarded to you for payment.

4. Quotes/Estimations

We provide an estimate for all requested work that details the costs of our service.

4.1. Estimations

Initial estimations are made to you as a cost estimate only and to our best knowledge of the project requirement and constraints. Quotes are made in good faith on the basis of the information supplied by the customer. All quotes are GST inclusive unless stated otherwise.

4.2. Cost revision

Media development can be a complicated process that must consider many different production constraints. If during the development of your project we identify complexities that will result in a substantial increase of the time required or the technologies used, we shall inform you of this and indicate a revised costing. If you do not agree to the revision you may choose for the feature to be removed from your project and no additional costs will be incurred.

4.3. Fixed price costing

Projects may only qualify for fixed-pricing costing for work exceeding \$15,000 (ex. GST). We will need to be contracted separately to undertake requirement gathering to establish the fixed price. You may request that a quote be revised for fixed-priced costing if it meets this prerequisite. Fixed-price costing may incorporate rules on the use of 3rd party libraries, customer requirements and other additional project constraints. New Sky Media reserves the right to prefer non fixed-price costing.

5. Project development and delivery

We are committed to delivering products and services on time. If during the development of your project we identify complexities that will result in a substantial increase of the time required, we shall inform you well in advance.

5.1. Project deliverables

We ensure accountability for all our work by specifying project deliverables. Deliverables specify the output of the product or service that you should expect.

5.2. Within Scope

All work will be completed as per the supplied brief. The following items will be delivered: Designs/concepts, printing and changes as stated, production of graphics/illustrations if needed, preparation of artwork, providing all designs as low-res PDFs for proofing purposes, optimising supplied content, preparation of website documents.

5.3. Outside of Scope

Unless otherwise stated in this estimate, the following items are not included: writing copy, photography costs, proof reading, substantial conceptual changes after concept approval, native artwork files, colour printouts, courier costs, changes in excess of stated revisions of our work.

5.4. Changes

Each component of our estimate includes 2 rounds of changes. Additional rounds of changes will take more time to complete and will incur more cost above the original project estimate.

5.5. Delivery schedules

We are committed to delivering projects on time. Project schedules are arranged at the beginning of the project and identify the times at which project deliverables are to be met. Please indicate to us any critical deadlines so that we can ensure that they are met. New Sky Media may change the development schedule if project deliverables or any other development resource change. We will inform you of any modifications to the schedule if they occur.

6. Project support

6.1. Support

We are committed to developing interactive media of high quality and standard. All our products and services are supported and we will provide ongoing help and advice to assist you.

6.2. Maintenance

New Sky Media can provide ongoing maintenance and additions to our products, to allow new features to be added after delivery of our products and services. This is available as an additional service.

6.3. Defects

Due to the nature and complexity of some projects, defects can sometimes arise. Any defect that may arise will be assessed and options provided to resolve the issue.

7. Liability

Our services and products are provided within reasonable limitations of liability.

7.1. Limitations

New Sky Media is not liable for any direct, indirect, incidental, or consequential damages resulting in loss of use, data, profits or business interruption from you using our products and services, unless required by law.

7.2. Insurance

New Sky Media is an insured business within Australia. We hold insurance for Public liability and Professional indemnity. We are able to confirm our insurance details upon request.

8. Licensing

Distribution of our products and services are provided under license to ensure fair use. All our products and services are provided under license granting you non-exclusive and non-transferable use of the deliverables outlined in our estimates for your project.

8.1. Copyright

All products and services provided by New Sky Media are produced under copyright.

8.2. Intellectual property

New Sky Media reserves the right to all intellectual property arising from our services.

8.3. Software license

The websites and online applications that we develop are provided under the terms of our Software License. This specifies the rights you have to use, copy, distribute and modify our work.

8.4. Derivative works

Subject to existing copyright, New Sky Media also reserves that right to derivative work, such as product maintenance or modification.

9. Termination

These provisions are intended to allow either party to withdraw from this agreement at any time, without adversely affecting the other party.

9.1. Customer may terminate

The Customer may terminate this agreement at any time by providing notice of their intention to New Sky Media.

9.2. Effect of termination

On the agreed date, New Sky Media will cease work on the agreed project and will invoice the customer for the work done up to and including the agreed date. The Customer agrees to pay the invoice within the trading terms set out in Clause 3.5. Where the project includes the New Sky Media hosting the customer's web site, the Customer will be responsible for retrieving any information from their site that they wish to retain – within 30 days of Termination. New Sky Media will provide access to the Customer Site during the 30-day period for that purpose. At the end of the 30-day period, if not notified to the contrary, New Sky Media reserves the right to delete the Customer information. After that time, the cost of retrieving the information from backup files will be at the Customer's expense. If data volumes are excessive for this method of information retrieval, New Sky Media will provide a quote to perform a more cost-efficient electronic data extract and file transfer.

9.3. New Sky Media may terminate

New Sky Media may terminate this agreement without giving reasons after providing 90 days notice, to allow the Customer to make alternative arrangements. Invoices due and payable by the customer within the trading terms set out in Clause 3.5.

10. Problem resolution

We believe that building a good customer relationship requires openness and honesty. We aim to address and resolve any problems quickly. Each of our customers represents a partnership that is valued above all else. Thus where a customer feels aggrieved, we give them the right to make a complaint, and have that complaint investigated – and where the complaint is justified, to have it rectified without delay. Our handling of customer grievances is predicated on 7 immovable principles:

- Fairness
- Accessibility
- Visibility
- Comprehensiveness
- Responsiveness
- Accountability
- Learning from our mistakes

10.1. Fairness

The rights of our customers are recognised, including the right to be heard and the right to an impartial decision. The complaints process will be free of charge. Privacy will be maintained as will anonymity where requested. New Sky Media's customers will not be discriminated against as a result of making a complaint.

Complaints will be considered in a transparent, equitable, objective and unbiased manner. The complaints handling process will reflect the principles of natural justice and procedural fairness.

10.2. Accessibility

The complaints handling process is readily accessible to all New Sky Media customers. A variety of methods for lodging a complaint are offered, including by telephone, fax, email and in writing. The complaints handling process caters for New Sky Media customers with special needs, such as those with limited English language or literacy skills and those with a disability. Friends, family and organisations may assist a customer to make a complaint and may complain on behalf of a customer.

10.3. Visibility

The processes for lodging, handling and responding to complaints is well publicised to staff and New Sky Media customers through a variety of methods, such as this service agreement and our website.

10.4. Comprehensiveness

All genuine complaints will be taken seriously. The relevant circumstances and information surrounding a complaint will be investigated to the level warranted by the severity of the complaint. Where anonymity has been requested, the need to protect the complainant's identity may impact on the level of the investigation. Legislative requirements, the amount of time that has elapsed before a complaint is lodged and the level of detail provided in complaints lodged anonymously or by third parties may also impact on the complaints handling process. The complaints handling process is underpinned by internal procedures that reflect good practice service standards and principles. This includes procedures for handling complaints alleging misconduct by staff, fraud or other illegal activity.

10.5. Responsiveness

The complaints handling process will be responsive and will include acknowledging all genuine complaints within one week of receipt. Responses will be specific and personalised. The complainant will be informed of any decisions that are taken in response to their complaint,

including the reasons for those decisions. Fair and reasonable remedies will be offered where appropriate.

10.6. Accountability

There will be appropriate monitoring and reporting of complaints received, actions taken and the operation of the complaints handling process.

10.7. Learning from our Mistakes

Preventative and corrective action will be taken to eliminate the root causes of complaints and to improve the quality of New Sky Media's products, services and policies.

10.8. What to do if you have a concern

If you have a concern please inform us as soon as possible. We value your feedback and are committed to solving any issue you may have. Refer to Section 4, above, for our contact details.

10.9. Mediation

If a problem arises that cannot be resolved between New Sky Media and you as our customer, both parties agree to seek resolution through an independent mediator.

11. Queries & feedback

We appreciate any questions or comments you may have regarding the information set out in this Customer Service Agreement. Please feel free to contact us if you have any queries about this agreement.

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