



Terms & Conditions

IMPORTANT:

This Agreement is between an individual or legal entity (Customer) and Redback Conferencing Pty Ltd (Provider) in relation to all services offered by the Provider, including all Managed Services.

Service Description

This Agreement governs the use of services offered by the Provider – audio, web and video conferencing (collaboration services) along with all Managed Services representing Webcasts, Webinars, Video Production, Managed Teleconferencing and Managed Video Conferencing. The Provider may amend the features available within these services without notice. The Customer agrees the Providers ability to offer services is conditional upon the Customer providing all the required information within the timeframes stated. Where Managed Services are offered, the Customer acknowledges that local access such as internet may limit our ability to fulfil these services.

Charges & Payments

The Provider will invoice the Customer electronically within three business days for all charges incurred within the previous calendar month for all day to day collaboration services and manual charges.

The Customer agrees to make payment for these services upon receipt of invoice by the due date stated on the invoice. Customer must notify the Provider of any disputed charges within 30 days of the invoice issued. Where payment is not made within a reasonable timeframe, the Provider reserves the right to suspend all or part of the services offered, including the suspension of any branded services until all charges have been settled.

Privacy & Data Use

The Provider understands the importance of protecting your information and places a high value on your right to privacy. All employees sign Confidentiality and Non-Disclosure Agreements and must abide by them as terms of their continued employment. Further, the Provider will ensure that all third parties engaged by the Provider are subject to the same, or similar, confidentiality and non-disclosure obligations. Unless obligated by law, the Provider will not disclose your information to anyone outside of our organisation without your permission. The Provider collect and use that information only for the purposes for which it was provided. In the case of Managed Services, Customers providing us with registration data confirm that individuals as listed have opted to receive e-marketing on your company's behalf, and the Provider accept no liability should this not be the case. Any information collected by the Provider will remain the sole intellectual property of the client and will not be used for any marketing purposes for the provider. Copyright in all materials created pursuant to this Agreement shall, upon full payment of the amount specified in the Job Details section of this Agreement, vest unconditionally in the Customer.

Limited Warranty

The Provider assumes no responsibility for circumstances beyond our control such as power, telephone or internet failures or malfunction of systems provided by others.

IN ALL CASES, the Provider's liability is limited to the value of the services offered under this quotation. In no event shall the Provider be liable for special, indirect or consequential damages. Managed Services

- Final copies of presentation material must be provided at least 24 hours prior to event in PowerPoint format. Prezi and Keynote are not supported, PowerPoint must not contain video or audio files, slide timings, or animation. Any video or audio must be provided as separate files. If presentation is not supplied within the given timeframe, the Provider is unable to guarantee that all slides will be rendered correctly and ready for the live event.
- Final copies of videos to be played during the event must be provided four (4) business days before an event. If more than five (5) videos are provided, a charge of \$50 will be charged per additional video. Video must be provided in WMV, MP4 or AVI format only. The Provider does not accept DVDs and accept no responsibility for copyright infringement.
- A confirmation and email reminder are included in all Managed Digital Event packages, with the full package available at an additional charge. A minimum of two (2) business days is required to complete all e-marketing. Two amendments to e-marketing are included as standard, additional amendments may incur additional charges.
- The Provider accepts no liability for any spelling or grammar errors where content has been provided by the Customer.
- Where content is not provided within the stated timeframes, a last-minute surcharge of \$250.00 may apply.
- The reports and resources listed below are available within your Account Management Portal the following business day from your live event. In the event this information is not available, The Provider's staff will send these via email to the event organiser.
 - Registration and attendance report.
 - Transcript of all chat.
 - Poll report
 - In Room Survey report
 - Post event survey report (if arranged by the Provider)
 - Questions submitted
- Any delivery that is outside of standard business hours (Monday-Friday 7am-8pm excluding public holiday) will be subject to an out of hours' surcharge.
- As standard, all webcast content is hosted for 12 months included in the Managed Service. Should additional hosting be required, this must be requested a minimum of 5 (five) days prior to expiry and will incur an additional charge of \$250. All expired content will be permanently deleted unless renewed. All raw content is deleted after 30 days' post expiration.
- Where the Customer requires a payment collection service, a Stripe account will need to be created. Stripe is the Provider's recommended Payment Gateway and allows payments to be collected immediately for Managed Events and will be distributed directly to the Customer's nominated account. It is the Customer's responsibility to create their own Stripe account and ensure that they supply the Provider with both the Publishable and Secret API keys via an encrypted/secure communication method.

- Prices quoted are an estimate only as there can be external factors that may cause the quoted price to change. There will be no price increase without the Customer's prior approval. Factors that may create a price increase include additional lighting, additional testing, additional audio equipment, venue charges from the Customer's chosen venue, usage of teleconferencing as an audio backup for participants with device related sound issues, late delivery and/or alterations to any presentation materials, post production video editing beyond traditional trimming of start and end, and captioning or transcription services.
- Cancellation & Postponement Policy: Cancellations with less than five (5) business days prior to the Managed Service incur a charge equal to 100%. Cancellation with more than five (5) business days but less than ten (10) incur a charge equal to 50% of the approved total quote. Where more than ten (10) business days notice has been provided, no charge is applied other than any fixed cost from 3rd party providers. Postponements with less than 72 hours' notice will incur a charge of 50% of approved quote. Postponed Managed Services must be delivered within 3 months from the original date of the Managed Service. If the Customer fails to reschedule the Managed Service within three (3) months of the original date of delivery the Provider will retain the initial invoice of 50% for services rendered. In all cases where marketing has been created by the Provider, a minimum charge of \$200 will be applied, along with any third-party costs incurred to also be charged in full.

Collaboration Services

For all cancellations of Collaboration Services, including licensed services, the Provider requires a written request 30 days prior to termination of service.

Video Conference Community Licence Overage Fee

If you exceed the number of concurrent licenses in use at one time, you will be billed for one individual license + a 25% premium for each concurrent license used in excess of your agreement. This fee is applied only during the month that it is applicable.

Teleconferencing, Web Conferencing, Video Conferencing and Video on Demand Branding

If you have subscribed to a branded service, an annual Branding License Fee of \$250.00 ex GST will be applied to your account on January 1st of each calendar year. 30 days written cancellation is required to cancel your Branding agreement with Redback Conferencing.

Service Levels

Email – 4-hour response (Monday-Friday 8.30am-6.00pm)

Phone – 95% calls answered within 30 seconds

Webinar

Webinar Follow Up (Managed) – 2 business days

E-Marketing Creation (Managed) – 2 business days once the Provider receives complete content

Webcast

Webcast Archive – 2 business days

E-Marketing Creation – 2 business days once the Provider receives complete content