# Terms and Conditions

ShepTech Medical

Website build and care and maintenance services · Version 2, 17 November 2026

These terms are between Alexander John Shepherd, trading as ShepTech Medical (ABN 61 219 390 958) (**we**, **us**), and the practice or person named on your quote or invoice (**you**). You receive them with your quote, and by paying your first invoice you agree to them. Your quote and these terms are the whole agreement; if they conflict, the quote wins.

## 1 The work

- We design and build the website set out in your quote (**the Build**) and then host and look after it each month (**Care**). Care is part of every website we build and starts with your final Build payment.
- We gather your content at our first meeting and from public sources such as your current website, LinkedIn and the Ahpra register, and build a draft from it. You check that it is accurate when you review the draft.
- Anything not in the quote is extra. We will quote it and get your OK before starting.
- Timeframes are estimates. The 7 to 10 day build time starts once your deposit is paid and we have everything we need from you.
- We may use contractors and software tools, including AI writing tools, to help with the work. We remain responsible for it.

## 2 Fees and payment

- **Build:** a 50% deposit, paid in your portal, books your Build and starts the work. The other 50% is paid in your portal when you approve the website, before it goes live.
- **Care:** starts the day you make the final Build payment. The first month is charged in full with that payment, and each month after that is charged in advance on the same day of the month. You authorise us to charge the card or bank account you give us through Stripe each month until Care ends.
- We put your website live within 2 business days of the final payment, as long as we have the access to your domain that we need.
- Prices are in AUD and are the total you pay. We are not registered for GST, so none is charged.
- Invoices are due within 7 days. If a payment is more than 14 days overdue, we may, after 7 days' written notice, pause work or take the site offline until it is paid.
- Third-party costs, such as your domain name, email, booking system or stock images, are paid by you to the provider, under that provider's terms.

## 3 Your part

- Send content, photos and feedback promptly. Everything you give us or approve must be accurate, lawful and yours to use, and must not infringe anyone's rights.
- Your domain name and accounts such as Google Business Profile, Google Analytics and your booking system stay in your name. You give us the access we need through each provider's own sharing or delegate-access feature, or make the changes yourself with our instructions. Do not send us passwords: we do not ask for or store them.
- Keep your own copies of the content you send us, and keep your logins private.
- If we hear nothing from you for 30 days during the Build, we may pause the project. After 90 days we may close it and invoice for the work done, up to the second 50%.

## 4 Health advertising

- We write with Ahpra's and the TGA's advertising rules in mind, but we are not lawyers and do not give legal or clinical advice.
- You review every page and approve the website before it goes live, and every change after that. Once approved, the content is your advertising and you are responsible for it under the Health Practitioner Regulation National Law and the Therapeutic Goods Act.
- We may decline to publish content we reasonably believe is unlawful or breaches those rules.

## 5 Amendments and changes

- The Build includes two rounds of review, within the scope of the quote. In each round you look through every page and send all your comments together in your portal, and we make the changes.
- Changes asked for after the second round are change requests. They are made under Care once the site is live, or quoted separately if they are larger than a content change.
- Care includes 4 content changes a month, such as a new doctor bio, service, fee or opening hours. Unused changes do not roll over.
- New pages, new features and redesigns are quoted separately.

## 6 Care plan

- Month to month, with no lock-in. Cancel any time by email or in your portal; the plan runs to the end of the month you have paid for. Part months are not refunded. If you cancel Care before your website goes live, we hand over your website files and you arrange your own hosting.
- We may change the monthly fee by giving you 30 days' written notice. You can cancel before the new fee applies.
- Hosting runs on Google's network. We work to keep your site online and secure and will fix problems within our control within a reasonable time, but cannot promise it will never be unavailable.
- When Care ends, your site comes off our hosting at the end of the paid month, unless it has been moved.

## 7 Ownership

- Once the Build is paid in full, we assign to you the copyright in the design, logo and content we create for you, and consent to you changing them. Until then, you may use them only to review the work.
- Code and tools we reuse across clients stay ours. You get a permanent, non-exclusive, royalty-free licence to use them as part of your website, which continues after Care ends.
- Third-party fonts, images and software are used under their own licences.
- If you leave Care, we will give you a copy of your website files and help move your domain within 30 days, at no charge.
- We may show your website in our portfolio unless you ask us not to.

## 8 Cancelling and ending the agreement

- You can cancel the Build at any time by email. The first 50% pays for the time we reserve and the work we start, so it is not refunded once work has begun. Nothing more is owed unless you have already approved the website.
- Either of us may end this agreement by written notice if the other seriously breaches it and does not fix the breach within 14 days of being asked to.
- If we end the Build for any reason other than your breach, we refund what you have paid for work not yet done.
- Sections 7, 9 and 10, and any fees already owed, continue after the agreement ends.

## 9 Privacy and confidentiality

- Each of us keeps the other's confidential information private, unless the law requires otherwise. We handle personal information under our privacy policy at sheptech.com.au/privacy-and-security.
- Enquiries sent through your website's form are handled on your behalf, in line with the Australian Privacy Principles, only to deliver them to you and run the site. We return or delete them when you leave Care.
- We will tell you promptly about any suspected data breach affecting your website or its enquiries, so you can meet your obligations under the Notifiable Data Breaches scheme.
- You remain responsible for your patients' information and your practice's privacy policy.

## 10 Liability

- Nothing in these terms limits rights you have under the Australian Consumer Law that cannot be excluded. Where the law allows, our liability for failing a consumer guarantee is limited to supplying the services again or paying for them to be supplied again.
- Otherwise, and as far as the law allows, our total liability to you is limited to the fees you paid us in the 12 months before the claim, and neither of us is liable for indirect loss, including lost profits, revenue, patients or data.
- We are not responsible for third-party services (such as Google, Stripe, booking systems or domain registrars), for content you supply or approve, or for delays caused by events outside our reasonable control. You are responsible for claims arising from content you supply or approve.

## 11 General

- We may update these terms by giving you 30 days' written notice. Updates do not apply to a Build you have already booked, and if you don't agree to them you can cancel Care before they apply.
- Notices are given by email to the addresses on your quote or invoice.
- We may transfer this agreement to a company we control by telling you in writing; your terms stay the same.
- If any part of these terms is invalid, the rest still applies.
- If a dispute arises, we will both try to resolve it by talking first. These terms are governed by the laws of Victoria, and the courts of Victoria have jurisdiction.

Signed by Alexander John Shepherd (ShepTech Medical)

17 November 2026

Date