



TERMS & CONDITIONS

NOTICES

This document is set out between **TECHIFY LTD., of CHICAGO** and the client who purchases any provided services.

- ✓ This document was created on 6/28/2023 and is effective from this date.
- ✓ Our Terms & Conditions become active when any of the following conditions are met:
 - The client has accepted our **Quotation** or **Project Proposal**.
 - The client has placed an order.
 - The client has signed their **Contract** (if required).
 - The designing/development process has started.
 - The client has made a payment towards the services.
- ✓ By placing an order for products or services offered by **TECHIFY LTD.**, you acknowledge and accept the terms outlined in this document. These services encompass, but are not limited to, design, printing, web services, domains, and hosting, all of which are subject to these new terms.
- ✓ These updated terms override any previously signed Terms & Conditions you may have received or signed.
- ✓ By signing, you agree not to utilise this document as a means to challenge or contradict any provision(s) term(s) in the contract you have previously signed.
- ✓ Signing this document is a mandatory requirement. However, accepting these terms and conditions through postal mail, in person, or via email (with a link to view) is also considered as an agreement to our Terms & Conditions.
- ✓ By signing, you acknowledge and agree that we have the right to modify these Terms & Conditions at any time without requiring your signature. It is your responsibility to stay informed about any updated Terms & Conditions. We will notify you of such changes via email. Please note that these modifications do not impact your legal rights as outlined by the applicable statutes.
- ✓ As the economy is constantly evolving, our Terms & Conditions remain dynamic. Therefore, we may send you monthly emails containing relevant updates pertaining to your business. These updates could include information about price adjustments, ICO reminders, and revisions to our Terms & Conditions

DEFINITIONS

- **[1st SIGN OFF]** shall refer to the **PROJECT BRIEF** sign off by the client.
- **[2nd SIGN OFF]** (if required) shall refer to the **PROJECT PROPOSAL** sign off by the client.
- **[3rd SIGN OFF]** (if required) shall refer to sign off by the client for any mock-ups that the client has chosen for further design and development. This can refer to more than one item. Multiple signatures will be required for multiple items of artwork.
- **[4th SIGN OFF]** or **[FIRST DRAFT]** shall refer to sign off by the client for any first draft finished artwork or product awaiting feedback. This can refer to more than one item. Multiple signatures will be required for multiple items of artwork.
- **[5th SIGN OFF]** shall refer to the final signature for accepting any finished artwork.
- **[AGREEMENT]** shall mean the legal contract between **TECHIFY LTD.** and the client.
- **[ARTWORK]** shall refer to either digital artwork in AI, PDF, JPG, PNG and web design and development.
- **[PROJECT BRIEF]** or **[BRIEF]** shall mean the brief or original requirements from the client.
- **[COMMENCE DATE / EFFECTIVE DATE]** shall mean project start date.
- **[CLIENT]** or **[CLIENTS NAME]** or **[YOU]** shall refer to the client.
- **[DEVELOPER]** or **[DESIGNER]** or **[WE]** or **[US]** always refers to **TECHIFY LTD.**
- **[DELIVERABLES]** or **[END PRODUCT]** shall refer to the final product.
- **[PARTIES]** shall mean **TECHIFY LTD.** & the client and/or any other company.
- **[PROJECT]** or **[PROJECT SCOPE]** or **[PROJECT PROPOSAL]** shall mean the clients brief in relation to the services we are carrying out.
- **[SERVICE]** or **[SERVICES]** shall mean the tasks carried out by **TECHIFY LTD.** fulfilling the project summary.

1.1. ARTWORK. TECHIFY LTD. will create mock-ups based on the client's requirements and preferences set out in the **[PROJECT BRIEF]** provided by the customer/client.

A. We will aim to match the **[PROJECT BRIEF]** as best as possible. There may be at times slight variants from the design(s) to the finished product. Variation will occur if **TECHIFY LTD.** recommends an improvement to layout, responsiveness or workflow of the product or design provided to the client. The final proposed design will require client sign off and review before any further artwork or progress can begin. Our initial design, presented in our **PROJECT PROPOSAL**, will predominantly be a static illustration of the product.

B. The design(s) will be in accordance with the **[PROJECT BRIEF]** and **[PROJECT PROPOSAL]** set in above sections.

C. The final design of any artwork will require client sign off before any further development can begin or passed over to the client. We will only carry out 3 full design layout changes, additional changes will be chargeable. Minor changes such as colours, fonts, imagery, and minor CSS will not be chargeable.

D. If there is a request to change the design after the design(s) have been signed off, then this will result in additional charges.

E. The client may not modify any final design that has been signed off without our consent and any changes will result in additional charges.

G. Feedback. The client will have plenty of opportunities to review our work and provide feedback (set out in the **DATES** section). Artwork feedback must be provided to us no later than 10 days after artwork submission.

	<p>1.2. The client will have plenty of opportunities to review our work and provide feedback (set out in the DATES section). We will either share a Dropbox link or email PDF documents. Please ensure you have Adobe Reader installed. If, at any state you change your mind about what you want to be delivered or want to change your designs, we will raise an invoice either for our time on the project design so far or raise an invoice for a design change. By signing you agree to these additional charges which are at the developer's discretion.</p>
2. WEB DESIGN	<p>2.1. WEB DESIGN. TECHIFY LTD. will create mock-ups based on the client's requirements and preferences set out in the PROJECT BRIEF provided by the customer/client.</p> <p>A. We will aim to match the [PROJECT BRIEF] as best as possible. There may be at times slight variants from the design(s) to the finished product as the design will have to be coded and such browser issues, or rendering may cause a slight variation. The final proposed design will require client sign off and review (FIRST SIGN OFF) before any development or progress can begin. Our designs will predominantly be an illustration of the product.</p> <p>B. The design(s) will be in accordance with the [PROJECT BRIEF] and [PROJECT PROPOSAL] set in above sections.</p> <p>C. The final design of any artwork will require client sign off before any further development can begin or passed over to the client.</p> <p>D. If there is a request to change the design after the initial design(s) in the [PROJECT PROPOSAL] has been signed off, then we can provide 3 further mock-ups. Additional design options will be chargeable. Minor changes such as colours, fonts, imagery, and minor CSS will not be chargeable.</p> <p>E The client may not modify any final design that has been signed off without our consent and any changes will result in additional charges and may delay the deadline for project completion.</p> <p>G. Feedback. The client will have plenty of opportunities to review our work and provide feedback (set out in the MEETING & REVIEW section).</p>
3. DEVELOPMENT	<p>3.1. DEVELOPMENT USING HTML, CSS, JAVASCRIPT, PHP. If we are developing a website for the client above, we will only use the following coding languages. We will always use the best and robust platforms for your project. We will not provide you with the original source files for such systems we develop and build.</p> <p>A. DESIGN. We agree to develop the design as agreed [PROJECT BRIEF] and [PROJECT PROPOSAL].</p> <p>B. CUSTOM FUNCTIONS. We agree to develop the custom functions as set out on the [PROJECT BRIEF] and [PROJECT PROPOSAL] as best to our knowledge, experience, and ability. We cannot be liable for any unforeseen situations where custom coding conflicts with other codes that are part of the system that has been built. These will duly be resolved as quickly as possible during development. The CMS (Content Management System) that we use may require third-party application (plugins, widgets, components) to ensure smoothness of this custom function. After hand over of the project to the client's internal team of web developers or other staff, we will not be liable for any errors, glitches that arise either from staff installing third-party applications on the website or when staff adjust settings that they are not familiar with. Development of such websites may render differently to original mock-ups, and we aim to be as close as possible. We reserve the right to assign subcontractors in whole or as part of a project if needed.</p>

4.1. TEXT. Unless agreed we are not responsible for inputting text or images on to the website on every page that is outside the original project summary. Any text submitted to us must be in a DOCX or PDF format. We do not accept any text sent to us in the body of an email. Further, we do not accept any liability for any spelling errors in the text that you send to us. We can provide a quotation for copywriting unless specified in our **[AGREEMENT]** and **[PROJECT PROPOSAL]**.

4.2. GRAPHICS AND PHOTOGRAPHS. We will use stock images on our design at concept stage and on development stage. This will assist you to determine the placement of images and we will require the client to provide the images or ask us to purchase the images. We will not be liable for the client to use such images should they ignore the request to purchase the licence. If you would like us to take photographs, we can arrange this service which will be quoted separately and using 3rd party services. This service will include consultation, editing and submission.

4.3. ADOBE ILLUSTRATOR, ADOBE INDESIGN. This contract prevents you from obtaining all original source files that we have created for your project. You will only get the final 'ready to print' file. We will always work to a CMYK printing profile standard when submitting any artwork to a commercial printing firm.

4.4. BUSINESS CARDS, COMPLIMENT SLIPS, LETTER HEADS, FLYERS, BROCHURES. If business cards, compliment slips or letter heads are part of the quotation, then we will design and quote separately for printing. We do not accept responsibility for any printing errors. The client will always be provided with a 'ready to print' proof and acceptance is required before any artwork is submitted to the chosen commercial printing firm.

4.5. PRINTING. TECHIFY LTD. reserves the right to copyright all preliminary mock-ups and final artwork. Only upon final approval of any visual branding will be considered property of the client. The client will not receive native project files for any design but will receive high resolution reproductions. Any logos designed for the client, including preliminary concepts and draft copies, may not be manipulated, and reproduced by anyone after approval and in use by the client, which would by effect harm the integrity of nature of work carried out by **TECHIFY LTD.**

4.6. TECHIFY LTD. uphold the standards within the print industry to provide artwork in a 300+ DPI CMYK print ready, PDF format with 3mm bleed for full pre-press preparation to the client. Due to size, smaller JPG images may be sent by email for approval by the client. We cannot be held responsible for any colour variation experienced by the client viewing artwork on a monitor or mobile device. We cannot be held liable for clients presuming RGB JPG as print ready.

If the client submits any artwork produced by **TECHIFY LTD.** to a commercial printer without our approval, we accept no liability for errors or mistakes in printing due to this. It is in our best interests to communicate with the client's chosen printing establishment directly, to understand their requirements so that the client's artwork may be submitted correctly using the chosen digital formats requested by the printing establishment. **TECHIFY LTD.** cannot be responsible for any printing errors after pre-press artwork that has been approved in writing by the client by email or by signature.

5.1. CHANGES & REVISIONS BEFORE AND AFTER PROJECT COMPLETION.

During Development. Our objective is to create a website or artwork from the [PROJECT BRIEF] and our [PROJECT PROPOSAL] and [MEETINGS & REVIEW] will reflect the work in progress. Of course, we are flexible and understand that sometimes changes are required.

A. All changes and modifications to this project specification must be made in writing and delivered to us by email. Any verbal communication of such changes will not be taken seriously.

B. MINOR. After Site Launch > 6 Months: We will undertake any minor changes including, text placement, image placement, alter navigation menus, spelling errors. We are allowing 1 batch of remedials within the 10-day time frame review window. We will complete these within 7 working days. Once minor changes are made, these may need to be signed off. Further changes or amendments to these items after we have edited these as per request, we will raise an additional invoice for extra amendments. This may delay project end date.

C. MAJOR & EXTRA. After Site Launch: We are flexible and can cater to any changes as required. Any new /additional or modified changes that differ to your original design, or quotation, or our project PROPOSAL and summary will delay the project, and we will provide a quotation for these new/modified or extra features to cover expense for such development. New changes must be made in writing. Changes once made, need to be signed off. Additional tasks can be purchased as set out in 10.9, 10.10 and 10.11. If the Change Request alters the scope of the project by more than 20%, the Designer may submit a new proposal to the Client.

D. CHANGE TO CUSTOM FUNCTION. If a change is required to a custom function set in [PROJECT PROPOSAL], then this will be chargeable. Changes once made, need to be signed off. Revision of such changes will cause project delay and may be chargeable. Charges depend on the function change.

5.2. Site Launch to 6 Months. We will carry out any minor changes (as described above). Minor is limited to text editing, link editing, updating navigational menus only. No major structure change will be made. Request must be made in writing. After site Launch the client will be given 24 hours to review the site and sign off. At this point no changes can be made as the changes were requested prior the site going live.

5.3. After 6 months. No changes shall be made. We encourage clients to login themselves to adjust their changes or purchase a monthly support service with us. We are flexible and can cater to any minor or major changes as required. Should the client want changes to be made, these will be provided at an hourly cost. **See the additional packages at 10.9, 10.10 and 10.11.**

6.1. SCREEN TESTING. We will test your website (our work) on major browsers such as Google Chrome, Microsoft Edge, Mozilla Firefox, and Apple Safari. We will not test on old browsers such as Internet Explorer. We will do our best to ensure that our codes will function correctly on these browsers but do not accept responsibility if there are slight discrepancies due to the browsers structure in reading and rendering our codes or monitor sizes as we do not have any control over this. We will only tailor for mobile (iPhone 8/X, Samsung S8/9, iPad Air, iPad Mini, iPad Pro, MacBook, Laptop at 16 inches over, 19inch widescreen, 21-inch, 2- inch, 24-inch, and iMacs. Any monitors that are between 1000px to 1500px such as 1024 x 768 or 1280 x 800 we will render the website in a tablet format. We will not customise the site to suit old/out of date monitors. Client accepts that we cannot guarantee correct functionality with all browsers across different operating systems and monitor sizes. We reserve the right to quote for any work involved in changing the website or artwork to work and function on updated browser software or new hosting environments or custom smaller monitor sizes.



	<p>6.2. MOBILE TESTING. We will test on popular devices running Android and Apple IOS. We will not test on Blackberry or windows mobile phones. Each mobile phone renders the website differently and we cannot account for differences across mobile devices currently in circulation. Client accepts that we cannot guarantee correct functionality with all browsers across different operating systems. We reserve the right to quote for any work involved in changing the website or artwork to work and function on updated browser software or new hosting environments.</p>
7. SEO	<p>7.1. SEO. We will inform Search Engines of your URL. It is up to the client to have a marketing plan, online strategy in place to boost position/ranking. We do not guarantee improvement to ranking but pages we develop are accessible to search engines. If a customer takes out a PPC Plan with us, full terms for this will be found on the contract itself.</p>
8. DOMAINS & HOSTING	<p>8.1. DOMAINS AND HOSTING. TECHIFY LTD. will transfer your domain(s) under your request to our servers. You will also provide access to your current domain and hosting provider, so we can either manage it, or transfer the domain. We will auto renew your domain and hosting each year. You will be subject to annual renew costs which you will be informed 30 days and set intervals prior. Although domains and hosting are renewable every 12 months, you are not bound to remain and can exit at any point with a 30-day notice.</p> <p>Transferring to us: Transferring to our servers may result in an additional charge by existing supplier unless specified in our [PROJECT PROPOSAL]. When transferring a domain, or registering a domain we will change all domain admin, management and ownership records to our company name and contact details. This is purely for management purposes in the most efficient way possible. You as a client will always own the rights and have final say in your domain usage, so should you want to transfer your domain away, you are not bound.</p> <p>Transferring Away from us: Transferring the domain away from our servers will result in a \$30 Transfer Out Charge for us to adjust the required settings.</p> <p>Hosting: We will not be liable for any hosting errors caused by our hosting provider or any third-party hosting provider. If you choose not to, we will not alter any domain settings other than what is required to make your website function. Hosting services start from 1GB of storage for a combined amount for your website and any email accounts within.</p>
9. SUPPORT	<p>9.1. TECHNICAL SUPPORT. Technical support is only covering any services you have with us for this project. If we host your domain and website, then we will provide support should anything go wrong. We will not cover any support if domains and websites are not provided by us. Support can be reached by contacting us on info@techifyweb.com or submitting a support request via your website dashboard if your site includes such feature.</p>
10. TECHNICAL	<p>10.1. HACKS, ATTACKS AND DOWNTIME. We will not be responsible for any loss of earnings or profit for any planned or unexpected down time whether it may be maintenance or cyber-attack. We will do our utmost best to install Firewalls, and Anti Hack Security Measures. As attacks are automated, we cannot pre-empt the method of attack. If an outside entity has gained access to your site via an attack, hack, or external hosting methods then we are not liable for this. If such occurs within the development and 6 months support periods, then we will rectify this at no cost. If outside the 6 months support period, then we will provide a quote to repair this. Our REPAIR PACKAGE (10.11) does not cover hacks and attacks. Repairs of hacks, restoring, securing is not included in that cost and will require separate costs.</p> <p>10.2. GLITCHES. TECHIFY LTD. will fix any glitches that we find and is reported to us while the website is under development or launched. Any glitches reported to us after 6 months of the support period will be chargeable at a rate set out in the REPAIR PACKAGE (10.11). Please use the correct support channel of emailing info@techifyweb.com or use the ticket form.</p>



10.3. BACKUPS. TECHIFY LTD. will back up your database and website occasionally on their server. The website will automatically be backed up either daily, every 2 days, or every 3 days via our server providers.

10.4. MAINTENANCE. TECHIFY LTD. will carry out occasional updates, upgrades, and maintenance to ensure that your website is safe and secure. Maintenance can sometimes be on the server the website is stored on. Additional specific maintenance can be purchasing a standalone package (**See 10.10**) or a monthly addition which will be quoted separately. Please use the correct support channel of emailing info@techifyweb.com or use the ticket form.

10.5. MIGRATION TO YOUR SERVER. We will develop the website on our test domain and will transfer the website product artwork to your server. You will be asked to provide FTP and current hosting providers' access. We will not accept any liability for any downtime or loss of earnings, savings, or profit while migration occurs. We will ensure the website will be tested on more than one operating system to ensure functions operate correctly.

10.6. QUOTATIONS & INVOICES & CONTRACTS. By accepting a quotation or making a payment of invoice to use the services supplied, the Client acknowledges to have read, understand, and accept the Terms and Conditions of this Agreement, and agrees to be legally binding by these Terms and Conditions. Contract Letters of Agreement shall be governed by the laws of the United States which shall claim venue and jurisdiction for any legal motion or claim arising from this agreement. This agreement is void where prohibited by law.

10.7. 6 MONTHS SUPPORT. TECHIFY LTD. will provide you with a 6-month free support to cover any issues that you may face with the site including glitches and add minor changes to the website. The minor changes are for example, replacing text and images with new copy that is provided. This does not include adding additional pages, creating of new pages, creating of new services, theme or template adjustment, template styling, changing template layout. However, there are limitations – only one batch of 5 updates (changes) per month. This is effective from Site Launch. Additional content will be charged as set out in the **CONTENT PACKAGE (10.9)**, **MAINTENANCE PACKAGE (10.10)** and **REPAIR PACKAGE (10.11)**. Please use the correct support channel of emailing info@techifyweb.com or use the ticket form on your dashboard.

10.8. SUPPORT & MAINTENANCE. As part of this agreement should the client wish to continue our support after 6 months then they will be subject to an additional charge. This cost is set out in the **MAINTENANCE PACKAGE 10.10**, and **REPAIR PACKAGE 10.11** and will require a separate contract. The client adheres to pay the developer 30 days upfront for this payment plan. We will create a direct debit for this payment plan. Please use the correct support channel of emailing info@techifyweb.com or use the ticket form on your dashboard.

10.9. CONTENT PACKAGE. Cost \$60 per month and includes, adding new content, adding new pages, adding new images.

10.10. MAINTENANCE PACKAGE. Cost \$40 per month and includes, adding new content, adding new pages, adding new images, updating website plugins, updating the website system to newer versions (website updates).

10.11. REPAIR PACKAGE. Cost \$100 per hour and includes, repairing broken websites, repair broken codes (jquery, php, css), repair broken plugins, fix access issues. This does not include hacks as this will be quoted separately.

11.1. LEGAL STUFF. We will carry out our work in accordance with good industry practice and at the standard expected from suitable designers and developers. We cannot guarantee that our work will be without errors, and we cannot be liable to you or any third party.

11.2. FORCE MAJEURE. We cannot guarantee completion of any website or artwork project when the following situations arise which may affect our systems, platforms, and servers. Force Majeure caused by; fire, flood, hurricane, tornado, sever storm, earthquake, act of war, sabotage, terrorism, riot, interruption of electrical or telecommunications service (including internet failures). Upon occurrence of any Force Majeure Event, **TECHIFY LTD.** shall give notice to the client of its inability to perform or of delay in completing the Services and shall propose revisions to the schedule for completion of the services.

11.3. COPYRIGHT NOTICES & OTHER NOTICIES. We will include © Copyright symbol followed by our company name at the bottom of your website. The client is entitled to freely use the website we create, with the right retained to **TECHIFY LTD.** including the rights to make alterations and changes. We can remove this copyright notice permanently for a fee of \$2,500 & hand over all ownership and liability of the website to the client. The Client agrees that resale or distribution of the completed files is forbidden unless prior written agreement is made between the Client and the Developer. The Client agrees to hold harmless, protect and defend the Developer from any claim or suit that may arise because of using the supplied media and content. The Client agrees to abide by the terms of any third-party which include, Google maps, Media under the Creative Commons license, RSS feeds, Open-Source GPL Software etc.

11.4. GENERAL NOTICES. All notices to be given hereunder shall be transmitted in writing by email with return confirmation of receipt or by certified or registered mail. All correspondences such as page text change, queries or additional information should be emailed to us. The client can use our Project Portal to contact us only for project files transmission and glitch reporting. The login credentials will be provided upon job completion and will not be activated until that time. The client can keep track of their project status by visiting their Dashboard. Project notes, files, invoices, contracts can all be found on this portal. The portal may not always be available to all clients, based on the type of project and complexity required.

11.5. SEVERABILITY. If any section of this agreement is found to be invalid, illegal, or unenforceable, every other section of the agreement will still be enforceable and valid.

11.6. CONFIDENTIALITY & NON-DISCLOSURE. Each party shall maintain Confidential Information in strict confidence. During this agreement, it may be necessary for us to share your project information and other confidential matters such as coding, project goals, and client brief to our in-house developers, third-party developers, marketers. In rare cases we may have to disclose your project and information when requested by authorities, law enforcement and solicitors. When information is shared, an NDA may be produced for them to sign before any information or data is transmitted. This action is at the approval and discretion of the developer and the client is not required to know this information. Should the client disclose publicly any such project or information, the developer will not be liable.

- A. Once the site is launched, we may showcase your website or project or artwork on Social Platforms and in our portfolio for recognition of creative excellence.
- B. We will not sell your details, or ideas to any third-party.
- C. All our coding will remain confidential information.
- D. We are not liable if the client's staff inadvertently informs the public domain of such project.
- E. After project completion all confidential details are destroyed or returned to the client.

11.7. PAYMENTS. Client agrees to pay the developer/designer what is agreed throughout the contract, letter of agreement and in the payments section. The developer reserves the right to add up to 8% interest on to late payments.

- A. For new projects: 30-day terms - 50% deposit due, 30% stage 1, 20% before launch.
- B. Annual Domain & Hosting - Non-Direct Debit clients: 15 day-terms. Payment must be made within due date.
- C. Annual Domain & Hosting - Direct Debit clients: 30-day terms. Payment must be made within due date.

If no payment is made 24 hours after due date, your entire services will be suspended until payment has been received. If no payment received after 7 days, a Late Payment Letter will be sent. At this point the client will be found in breach for not paying. If the client fails to adhere to these emails or letters and no payment is made within 30 days,

the client will be found to be in breach and will result on the website being turned off, along with any emails. **TECHIFY LTD.** will seek and take legal action to recover any costs. The client will be responsible for all collection or legal fees necessitated by lateness or default in payment. **TECHIFY LTD.** reserves the right to withhold delivery and any transfer of ownership of any current work if accounts are not current or overdue invoices are not paid in full. Activation fees of \$100 will be applied to reconnect website and emails.

11.8. CHANGE OF CONTRACT AND BREACH. **TECHIFY LTD.** will hold the right to change this contract at any given time and will require both parties to sign an amended and updated contract. Should the client be in breach of the contract agreement, then the client waives the right to contest any part of this agreement in any circumstances and will not be able to file any claim against us for this project. Should the client be found to be in breach, they waive their right to require a signature and grants **TECHIFY LTD.** permission to raise any additional agreements or contracts or terminate agreements when client is in breach. **TECHIFY LTD.** reserve the right to modify or raise a new letter of agreement/contract or terminate the agreement to protect its assets and interests.

11.9. DELAYS. As mentioned in the sections above, **TECHIFY LTD.** shall use all reasonable efforts to meet the Work Plan and Milestones delivery schedule. Designer may extend the due date for any Deliverable by giving written notice to Client. Conditions beyond the reasonable control of the parties include, but are not limited to, natural disasters, acts of government after the date of agreement, power failure, fire, flood, acts of God, labour disputes, riots, acts of war, terrorism, and epidemics. This also includes cyber-security breaches such as DDos attacks on the client's website or online service, cyber-attacks from Terrorist organisations (including but not limited to ransomware, occupation/domain squatting/replacing site content with extremist content) and hijacking of clients' email addresses and distribution of extremist material.

11.10. FINISHED WORK. The finished work is defined in the **[COMPLETION]** section. Finished work, with the arrangement or brokering of the services by the Developer/Designer, shall be deemed in compliance with this Agreement if the final product is within the acceptable variations as to kind, quantity, and price in accordance with current or standard trade practices identified by the supplier of the print and print-related services. Whenever commercially reasonable and if available, Developer/Designer shall provide copies of the current or standard trade practices to Client. Notwithstanding, Provider shall have no responsibility or obligation to negotiate changes or amendments to the current or standard trade practices.

11.11. COMPLETION. Completion is defined in the contract you have received. Completion is when the website that has been designed and developed matches to the design and functionality that the client has signed off and agreed. When a website has been developed and launched then the site will be classed as Completed as it has reached its goal. Any issues with the site after launch is then resolved with the aftersales care support that you will have with us, and we will be happy to resolve any issue you may have in line with the project scope. Once the site has been launched then full outstanding amounts will be made.

11.12. INTELLECTUAL PROPERTY RIGHTS.

1. TECHIFY LTD.

- A. TECHIFY LTD.** will hold Intellectual Property Rights and Copyrights over its designs, quotation, custom coding, custom functions, developed testing sites, preliminary works and/or developed website and finished product and end website.
- B.** For any Final Deliverable that includes the work of independent contractors or third-party material, Designer shall secure sufficient rights for Client to use the Final Deliverables for their intended purpose.
- C.** To the best of Designer's knowledge, the final Deliverables will not infringe upon the IP rights of any third party. However, Designer will not be conducting any type of IP clearance search (for example, Designer will not be conducting a copyright, trademark, patent, or design patent clearance search)
- D.** All artwork designed by **TECHIFY LTD.** will remain creative copyright and ownership of **TECHIFY LTD.** and will feature the copyright symbol.

2. The Client

- A. Client owns all right, title, and interest in, or otherwise has full right and authority to permit the use of the Client Content,
- B. The client also agrees that text, graphics, photos, designs, or trademarks given to us are for the inclusion for the proposed website and you have permission to use these. If the client does not have permission to use the client will cover the developer for any rights purchase expenses including stock photos, stock videos, graphics, and trademarks.
- C. For print AND/OR online/interactive AND/OR three-dimensional media: Provider hereby grants to Client the exclusive, perpetual, and worldwide right and license to use, reproduce, adapt, modify, and display the final provided artwork solely in connection with the Project as defined in the Proposal and in accordance with the terms and conditions of this Agreement. The artwork may be modified freely if it does not reflect negatively upon the original artwork provided by the Designer.
- D. Once website is launched, the client will retain copyright of any item of text, graphic, photos that were provided to us during development stage.
- E. Client keeps their rights to use their name and logo as they wish.
- F. The client does not have permission to use or take apart any of the website structure to either start a new project or clone what we have achieved, completed, developed.
- G. The client will remain original copyright of their idea, inventions, and original designs of the project that was provided to us in the brief.

11.13. WARRANTIES. TECHIFY LTD. shall create website for client's purpose to the client's specifications mentioned in the [PROJECT BRIEF]. The client will see proposed designed mentioned in the [PROJECT PROPOSAL] and will be asked to sign of the design before any development can occur along with any sign off for phases if applicable.

- A. Developer will not agree to their website guaranteeing any profit, sales, exposure, brand recognition and has no responsibility to client if the website does not lead to clients desired results including extra sales, exposure, or brand recognition.
- B. Warranty is only valid for the first 6 months following the project expiration set out in the dates section and/or from any project sign off documents signed by the client.
- C. Warranty will cover assistance to fix any errors that affect the online presence of their website that was caused by the website. third-party actions from client's staff do not cover in warranty. This excludes any enhancements to the client's website or projects. Enhancements will be billable at designer's rates. Any alterations made by the client or attempted by; are strictly prohibited and any alterations will be billed and added by **TECHIFY LTD.** within the first 6 months.
- D. The client agrees that the developer is not liable for any bugs or performance issue or failure of the framework upon the website is built on.

11.14. DISPUTES. Should a dispute arise, we will ensure that negotiation occurs between both parties to come to a solution that resolves the situation. If parties are unable to resolve the dispute, either party may start mediation in a forum mutually agreed by both parties.

11.15. BREACH OF CONTRACT. If Developer finds the client in Breach of Contract, then the developer reserves the right to seek legal advice and action and to terminate this contract. The developer can ask for full payments and raise an additional invoice to cover costs incurred from overdue payments, and legal fees including 8% interest for unpaid invoices. Breach of contracted agreement will be activated when.

1. CLIENT CAN TRIGGER BREACH

- A. Not fulfilling the [PROJECT PROPOSAL] as outlined in the [PROJECT BRIEF]. Client will not be reimbursed for any deposits.

2. DEVELOPER CAN TRIGGER BREACH

- A. Client does not pay any outstanding invoices (phase or non-phase) after the 14 days from invoice date.
- B. Client does not provide requested feedback within 10 days for non-phase projects.
- C. Client does not provide requested feedback within 3 days for phase projects.
- D. Client does not pay for amount of completed artwork that is due for review.
- E. Client does not pay for amount of completed artwork after feedback was sent to us.

- F. Client does not pay for amount of completed artwork after amendments were made after feedback.
- G. Fails to review and provide feedback within the date specified in either **[PROJECT DATES]** and **[MEETING REVIEWS]** or by email. Feedback is due 10 days after submission to the client and 3 days after for Phase Projects.
- H. Client ignores the First Late Payment Reminder.

11.16. AGREEMENT TERMINATION. Termination will be at the developer's discretion. Termination notice shall be 10 days Developer reserves the right to terminate this contract, seek legal advice and take legal action if the client is found to be in breach or that the client's negligence has increased the level of risk to the developer's assets and interests. The developer can ask for full payments and raise an additional invoice to cover costs incurred from late payments, and legal fees including 8% interest for unpaid invoices. **TECHIFY LTD.** will retain all payments already made to date for this project. No IP rights will be transferred.

1. DEVELOPER CAN TRIGGER TERMINATION.

- A. The developer can activate termination if any condition of client breach is met.
- B. Outstanding invoices for domain, hosting, and project phases that have not been paid 30 days after due date.
- C. Client does not provide feedback after 30 days from artwork submission.
- D. Termination can be activated if the client's actions is a cause for concern such as financial unstable which could affect the developers interests and investments and assets. No signature from the client is required.
- E. If the client is found to be financial unstable from; insolvency, bankruptcy, flees within or outside the country, or police arrest then we will aim to make communication with the client or their staff. If we are not able to make reasonable contact, then we will terminate the project and raise all outstanding amounts plus interest.
- F. All confidential items will be returned or destroyed.

2. CLIENT CAN TRIGGER TERMINATION.

Client will not be reimbursed for any deposits or payments made to date. Client will have to pay any outstanding amounts leading up to termination and any unpaid amounts.

- A. Client does not pay any outstanding invoices (phase or non-phase) after the 14 days from invoice date.
- B. Client cannot request termination if any part of the brief is missing, awaiting to be completed, or waiting for feedback to be submitted to us.
- C. Client cannot request termination if any part of the finished artwork, website or project does not match up with the original design, mock-up, and briefs the client has signed.
- D. Client cannot request termination if the project has gone over the estimated end date or over phase completion dates for any reason.

11.17. INDEMNIFICATION AND LIABILITY.

In the case of a third-party lawsuit or proceeding based on a claim that Deliverables breach the third party's intellectual property rights, and it is determined that such infringement has occurred, Designer may at its own expense, replace any infringing content with non-infringing content. Designer shall promptly notify Client in writing of any third-party claim or suit. Client shall have the right to fully control the defence and any settlement of such claim or suit. Client shall indemnify **TECHIFY LTD.** from any and all damages, liabilities, costs, losses, expenses, or attorney fees arising out of any claim, demand, or action by a third party arising out of any breach of Client's responsibilities or obligations, or third-party claims.

TECHIFY LTD. will not be held liable if during transfer of the website to another server, or emails to another email provider. We will carry out assessments of any transfer along with any backups. In a case where content, emails or data goes missing or no longer works we will not be liable for this.

TECHIFY LTD. will not be liable for any loss of profit, business interruption caused directly or indirectly, while carrying out any of our services for this project.

11.18. CANCELLATION.

A. BY CLIENT. Should the client decided to cancel; In the event of cancelation, the designer will be compensated for services performed through the date of cancellation and full remaining costings in the amount as agreed in the **[LETTER OF AGREEMENT]** and **[PAYMENT]** section. Upon cancellation all rights to the website stay with the designer including revised artwork, revised sketches, revised text, revised codes, and source files produced by the designer.

B. BY DESIGNER. Should the developer decide to terminate this contract, then it can only be done so by either 1) Breach of contract which leads to termination, 2) when the developer sees the client as a high risk and will want to protect their assets and investments. The developer can raise an invoice for full remaining costings.

C. REFUNDS. We do not offer any refunds on our services that have already began. Design & Development is a bespoke service to which the design, visuals, functionality has all been agreed and signed off at interval stages. We do not offer any refunds on domain purchases, unused domains purchased or hosting services as these are required purchases that we store on our servers. As such, Domains & Hosting accounts are set up at the time of order and are allotted specific server resources. You will find that majority of web developing agencies operate on the same policies. Read our **CANCELALTION POLICY** below for more details.

11.19. GDPR & POLICIES. TECHIFY LTD. will ensure that client websites that feature contact forms will be GDPR compliant. It is up to the client's internal staff to check if they are GDPR compliant and to be registered for the ICO. **TECHIFY LTD.** will ensure that cookie messages are present on client's website. It is up to the client to inform their customers about data consent, data control and data policies and not the responsibilities of **TECHIFY LTD.** We will assist our clients in providing answers to data storage and such questions. **TECHIFY LTD.** will remind our clients that they need to be GDPR compliant.

[End to main Terms & Conditions](#)

CANCELLATION & REFUND POLICY

✓ This is an extension of our existing terms and conditions, including but not limited to.

12.1. CANCELLATION.

A. CLIENT. Should the client decided to cancel; In the event of cancelation, the designer will be compensated for services performed through the date of cancellation and full remaining costings in the amount as agreed in the **[LETTER OF AGREEMENT]** and **[PAYMENT]** section. Upon cancellation all rights to the website stay with the designer including revised artwork, revised sketches, revised text, revised codes, and source files produced by the designer.

B. BY DESIGNER. Should the developer decide to terminate this contract, then it can only be done so by either 1) Breach of contract which leads to termination, 2) when the developer sees the client as a high risk and will want to protect their assets and investments. The developer can raise an invoice for full remaining costings.

C. REFUNDS. We do not offer any refunds on our services. Design & Development is a bespoke service to which the design, visuals, functionality has all been agreed and signed off at interval stages. We do not offer any refunds on domain purchases, unused domains purchased or hosting services as these are required purchase that we hold on to our servers. As such, Domains & Hosting accounts are set up at the time of order and are allotted specific server resources. The client will find that majority of web developing agencies operate on the same policies.

**Cancellation where possible, must be done in writing.
In the case of cancellations, all design work and extension of development work carried out remains property of
TECHIFY LTD.**

12.2. Web Design & Development

Web design and development projects require extensive resources, consumes our time, and incurs internal expenses. Therefore, once a payment or deposit is made, it is non-refundable.

If a project gets cancelled, delayed, or postponed by the client, then all monies paid will be retained by us, and an additional cost will be charged to the client for all work completed beyond what was already paid for shall be paid by the client.

- ✓ Full Refunds: When the project has not been started or delayed or the initial design has not been approved.
- ; Non-refundable: Any deposit(s) payment.
- ; Non-refundable: Any part/staggered/stage/phase/increment payment for services.
- ; Non-refundable: if the project has been signed off and/or completed and/or uploaded to the server.

12.3. Web Hosting

Web Hosting is a service that encompasses website storage and email facilities. Each web hosting term is 12 months and requires annual renewal. All hosting payments whether present or past months are non-refundable. Web hosting accounts are set up from the date of your order and are given a limited amount of server resources depending on the plan you purchased. If you ordered hosting but do not use it, payment will still be due. Hosting billing cycles continue until a cancellation notice is received in writing.

You will receive reminders at set intervals, 30 days in advance, and subsequently in the weeks and days before due date. Unless otherwise stated, you agree that you will be billed on an automatically recurring basis to prevent any disruption to your service.

We believe in playing fairly. Therefore, Direct Debit customers enjoy 30-day invoice terms, whereas non direct debit are limited to 15-day terms. Any invoice outstanding for more than **24 hours after the due date** may result in the suspension web hosting services. However, we understand all circumstances, thus we will grant **14-day grace periods** for non-payment. If no payment has been made after the grace period, your services will be suspended. Access to the account will not be restored until payment has been received. Reconnection charge of \$100 will be applied if your services have been suspended.

- ✓ Can be cancelled at any time. Note that in cancelling your hosting, you will result in cancelling all your website services which means that you will no longer have access to your emails and website.
- ; Non-refundable: As support packages are paid monthly in advance, you will not receive a refund for the support payment made. Once cancellation request has been made, we will stop/cancel all upcoming payments. No refunds for support payments even when no support requests are made. No exceptions allowed.

12.4. Domain Names

- ; Cannot be cancelled. All sales of domain name registrations remain for a minimum of 12 months. The client can request to transfer the client domain away at any time. This will result in a Domain Transferring Out Charge of \$30.
- ; Non-refundable: No refunds are possible once a domain name has been purchased and registered. No exceptions allowed. You will find this is the same with major domain resellers and providers.

12.5. Website Maintenance

When adding new text and/or content to a page the client is responsible for providing all text (in digital format) and images/photos. Unused hours do not roll over to subsequent months.

- ✓ Can be cancelled at any time.
- ; Non-refundable: As support packages are paid monthly in advance, you will not receive a refund for the support payment made. Once cancellation request has been made, we will stop/cancel all upcoming payments. No refunds for support payments even when no support requests are made.

12.6. Design Work

- ✓ Full Refunds: When the project has not been started or delayed or the initial design has not been approved.
- ; Non-refundable: When the project has been completed, approved, and signed off and uploaded/sent to the printing company. No exceptions allowed.

12.7. SEO And Marketing

We have no control over the policies of search engines or directories on how they use SEO, PPC or other social media material. Some may take 90 days or longer to index (list) the client website. Sometimes search engines and directories will drop listings at any time without reason, and most likely an algorithm change on their part - to which we have no control over.

- ✓ Can be cancelled at any time.
- ; Non-refundable: Any payments made for SEO, PPC, Social Media or other digital content is not refundable. All design fees, setup fees or payments made are non-refundable. Regardless of whether the SEO, PPC, Social Media items were successful at their objective or not, time was spent to setup and design to which we hold the rights to keep funds paid for such services. No exceptions allowed.

12.8. Chargebacks

If we receive a chargeback from a payment, or a dispute regarding a payment made, then we will suspend the client services/project immediately without notice. We will forward any chargeback fee(s), plus any outstanding balances accrued plus interest must be paid before the client account and services become reinstated. No exceptions allowed.

12.9. Processing Refunds

All refunds will be transferred back to the client via the same method of payment made. If payment has been made by bank transfer, we will refund back within 7 working days of approval. If the client has paid via Stripe or Square or another payment gateway, then the refund timeframe will be down to the payment gateway -merchant.