

Terms and Conditions (Web Design and Programme Division)

(By placing an order with Prime Square, you confirm that you are in agreement with and bound by the terms and conditions below. Please ensure that you read and understand these conditions before signing the contract or quotation.)

These Terms and Conditions are Copyright of Prime Square Technologies Ltd.

- 1. Contract:** The client's approval for work to commence shall be deemed a contractual agreement between the client and Prime Square Technologies Ltd.(PSTL)
- 2. Quotations:** The price quoted to the client is for the work specifically agreed on the quotation only. The client signing the quotation as an order confirm that whose in agreement with and bound by the terms and conditions of PSTL and will look the same as a contract between the client and PSTL.
- 3. PSTL Intellectual Copyright:** PSTL holds intellectual copyright of any material, including source code and original images created for the client until payment of the final intellectual copyright invoice. At this time we will transfer this intellectual copyright to the client.
- 4. Clients Responsibilities with Regard to Copyright:** In situations where the client provides images, text, animations, layouts or any other content for their website and/or programme they are legally responsible for ensuring that this material does not infringe any copyright.

Certain images provided by PSTL may have been purchased under license from stock image suppliers. These images are generally only licensed for use on a website and/or programme. The license may not permit them to be used in publicity material. The website and/or programme owner is legally responsible for ensuring that this does not happen.

- 5. Registration Charges:** All third party costs arising from the registration of a domain name shall be met by the Client. PSTL recommend that clients register their own domain names so that they have full ownership of these but where we have registered a domain name on the client's behalf we agree to transfer this domain name to the client immediately upon request and without charge.
- 6. Search Engine Promotion:** If Search Engine Optimization has been agreed as part of the contract the client must be aware that PSTL are not responsible for ongoing website promotion. Should the client require the site to be promoted on an ongoing basis a separate contract must be agreed. The

order in which websites are ranked in the natural search results is controlled by the search engines. While we can optimize your site initially for this by making it search engine friendly, PSTL won't make any guarantees on ranking position.

7. **Cancellation:** Should the client wish to cancel at any point during the process they shall remain liable for the work that has taken place and shall be invoiced accordingly.
8. **IMPORTANT! Failure to Provide Required Website and/or Programme Content. You must ensure that we are not delayed as a result of late delivery of the material and content required to complete the website and/or programme.**

This is why we ask that you provide all the required information in advance. On any occasion where we are delayed because you have not provided this information, we reserve the right to impose a surcharge of 25% of the total cost of the work. Also, if your job involves Search Engine Optimization, we need the text content for your site in advance so that the Search Engine Optimization can be planned and completed efficiently.

If you agree to provide us with the required information in advance and subsequently fail to do within four weeks of project commencement we reserve the right to close the project and the balance remaining becomes payable immediately. This will not be a problem provided that you do not give us the go ahead to start until you are ready to do so.

9. **Conceptualize:** Conceptualize is the process of producing website and/or programme concepts for clients. Concepts can include site mock ups, graphics, design proposals and/or programme flow chat. This clearly takes a lot of time and for higher cost websites and/or programmes it will be included. For low cost websites and/or programmes (say below US\$2000) you should be aware that (unless previously agreed) only one concept is possible. You should therefore ensure that you let us have your preferred color scheme and design requirements beforehand. If you don't do this we will design the website and/or programme appropriately. We will rework the project in additional charges if you don't accept our idea. We highly recommend our client give us the detail information and show us their requirement as details as they can.
10. **Payment - Advance Fee:** An advance fee of 50% of the total cost of the project is required before work can start. Clients should only pay this advance fee if they agree to our terms and conditions. Payment of the advance will be taken as agreement.

11. Payment - Refund Policy: After work on a website and/or a programme commences advances are not refundable.

12. Payment Methods: Unless otherwise agreed, payment is only accepted by cash, cheque or bankers draft in HK Dollars. If your cheque is returned by the bank as unpaid for any reason, you will be liable for a "returned cheque" charge of HK\$250.

13. Payment of Balance: Balance invoices are issued when the project has been completed or the provisions of Clauses 7 and 8 of this terms and conditions. Payment of the balance is due immediately on completion of the project. We reserve the right not to launch a website or provide the installation key for the programme until full payment has been received.

14. Late Payment: For any website and/or programme previously launched or installed with key for activate may be removed or suspended if payment is not forthcoming. When this occurs an additional minimum charge of HK\$1000 will be required to have the website and/or programme restored and reactive.

Accounts that have not been settled within 7 days of our final reminder will incur a late payment charge of 10% of the amount outstanding per month from the date of invoices became overdue.

15. Future Support: Your website and/or programme will be handed over as a fully functioning, completed work. Unless it has been agreed beforehand PSTL is not responsible for future support. Support can be provided upon request for an agreed fee. *Your website and/or programme is offered as a single contract and no guarantee of the availability of future support. Prime Square Technologies Ltd. is offered unless an ongoing support package has been agreed.*

16. Illegal Activity Problems: Problems caused by malicious software, spyware, viruses and hacking are a fact of life on today's Internet. It is highly unlikely that these will affect your website and/or programme, and PSTL will endeavor to protect it from this as much as we can during its creation, but after the project is handed over we cannot be held responsible for problems caused by illegal activity or the actions of others.

17. Compliance with Ecommerce, Accessibility or Other Regulations: We create the website and/or programme in accordance with the client's specifications. It is the client's responsibility to

nsure that the website and/or programme content comply with current online trading laws and regulations. We cannot accept responsibility for any failure to comply with laws and regulations related to accessibility, selling online or those related to a specific business or trade. We can research this on the client's behalf upon request, but in any business where complex compliance issues may exist. We recommend that the client take legal advice from their company lawyer if needed.

18. Validity of Quotation: Unless otherwise agreed any quotation provided will be valid for 30 days from the date of issue.

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Notes:

Should PSTL waive any of these terms on an individual basis, this shall not affect the validity of remaining clauses or commit PSTL to waive the same clause on any other occasion.

By agreeing to these terms and conditions your statutory rights are not affected.

PSTL reserves the right to change or modify any of these terms or conditions at any time. Should clarification of any of the above be required please contact us.

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