

# Terms and Condition

## 1. Project Acceptance

1. The Contract between Captarius International IT Consultancy Co. W.L.L and the Client will be corresponding with the terms and conditions set out in this document. These conditions exclude all other terms and conditions
2. By starting a project and signing the order confirmation supplied by Captarius International IT Consultancy Co. W.L.L you agree to be legally bound by these terms
3. A signed Order Confirmation means the Client has read the terms and conditions and is happy to commence with the project.
4. The Order Confirmation document supplied by Captarius International IT Consultancy Co. W.L.L must be signed and returned along with the deposit of moneys outlined within the order confirmation for a project to commence.
5. By agreeing to the terms and conditions, the client agrees to complete the Project and pay in full.
6. All invoices issued by Captarius International IT Consultancy Co. W.L.L must be paid within 14 days of issue unless alternative payment terms are defined in the project Order Confirmation.
7. Should a project be put on Hold by the Client for any longer than 28 days, Captarius International IT Consultancy Co. W.L.L reserve the right to issue an invoice for the remaining balance of the Project as outlined in the order conformation, along with an invoice for any additional work ordered during the Project.
8. Quotations and proposals are valid for 30 days of receipt, a returned Order Confirmation after this date may not be accepted as a confirmation of order.
9. Captarius International IT Consultancy Co. W.L.L cannot be held liable for any Losses incurred by Client or a Third Party as a result of a service provided by Captarius International IT Consultancy Co. W.L.L. Captarius International IT Consultancy Co. W.L.L reserves the right to decide whether any compensation is due.
10. Any Losses or invoices levied upon Captarius International IT Consultancy Co. W.L.L relating to the Project that have been incurred by the Client or a Third Party will be rejected by Captarius International IT Consultancy Co. W.L.L.
11. Any prices listed by Captarius International IT Consultancy Co. W.L.L are estimated due to the nature of the Projects. Where possible, Captarius International IT Consultancy Co.

W.L.L will notify the Client if the Project will exceed the prices quoted however in some circumstances, this is not possible. Should the Project exceed the estimate outlined within the Order Confirmation, the Client will bear the costs.

12. Captarius International IT Consultancy Co. W.L.L will provide the Client with an estimated project completion date for the Project if requested. Clients are welcome to request dates and Captarius International IT Consultancy Co. W.L.L will endeavor to fulfil these requests however cannot guarantee and are not legally bound in any way to complete the project by this date. If this project completion date is not meet Captarius International IT Consultancy Co. W.L.L will not be liable for any losses or costs incurred by the Client or any other party.
13. Any and all communication, views or opinions presented are solely those of the agent and/or author and do not necessarily represent those of Captarius International IT Consultancy Co. W.L.L unless otherwise specifically stated

## 2. Project Copyright and Ownership

1. Captarius International IT Consultancy Co. W.L.L hold full rights and copyright to all work created by us until the full balance agreed in the Order Confirmation and any additional work ordered is paid in full.
2. At this point all copyright and ownership is transferred to the client.
3. Captarius International IT Consultancy Co. W.L.L will only supply and release all Files held relating to the Website or Application to the signee of this agreement
4. Clause 7 excludes any content and imagery supplied by the client that is not edited by Captarius International IT Consultancy Co. W.L.L.

## 3. Termination of Agreement/Refunds

1. Should for whatever reason a client wishes to terminate the agreement with Captarius International IT Consultancy Co. W.L.L., no moneys or deposits paid will be refunded. Captarius International IT Consultancy Co. W.L.L reserve the right to a refund of moneys to the Client.
2. Upon Cancellation of a Project by the Client, Captarius International IT Consultancy Co. W.L.L reserve the right to issue an invoice for the remaining balance of the Project as outlined in the order conformation, along with an invoice for any additional work undertaken during the Project.
3. Captarius International IT Consultancy Co. W.L.L reserve the right to terminate this agreement. In this event Captarius International IT Consultancy Co. W.L.L reserve the right to refund moneys to the Client and this will be calculated on a case by case basis.

## 4. Project Development

1. The terms defined in the Terms and Conditions and Order Confirmation will not be deemed accepted by either party until the Order Confirmation is signed and deposit moneys paid.
2. Subject to
  - 2.1 Captarius International IT Consultancy Co. W.L.L agrees to design and implement the project using reasonable endeavors and in accordance with the project specification, quotation, estimate and order confirmation.
3. Captarius International IT Consultancy Co. W.L.L will notify the Client at key stages throughout the project when feedback is required from the Client. This will be where approval and/or testing is required for the work to be completed. The Client shall advise Captarius International IT Consultancy Co. W.L.L. of any errors in the version supplied of the project within 20 working days of notification via email or postal mail. Captarius International IT Consultancy Co. W.L.L will use reasonable endeavors to correct such issues.
4. If the client notifies Captarius International IT Consultancy Co. W.L.L of amendments that change the origin Order Confirmation clause 3 shall apply.
5. All Content is to be supplied by the Client unless otherwise specified in the order conformation. Any content supplied will remain in the legal ownership of the Client. The Client is therefore liable for any copyright issues or infringements that may arise due to Content used on the Clients Project
6. All Content displayed on the Clients Project will be authorized by the Client and is the sole responsibility of the Client regarding usage and copyright whether it be sample Content provided by Captarius International IT Consultancy Co. W.L.L or otherwise. Any legal issues arising from the content supplied are sole responsibility of the Client and therefore the Client is liable.

## 5. Amendments to Project Specification

1. By agreeing to these Terms and Conditions and the Order Confirmation the client acknowledges that amendments to the initial project specification outlined in the Order Confirmation may incur additional costs which are to be beared by the Client.
2. The Order Confirmation document outlines full specification of a project. Communication of specification prior to the agreement however not listed within the Order Confirmation will not be fulfilled.

3. Any work outside of the Order Confirmation will be subsequently quoted for by Captarius International IT Consultancy Co. W.L.L or, undertaken on a price per hour basis as per clause 1.12
4. Any amendments requested that are not outlined within the proposal will be at Captarius International IT Consultancy Co. W.L.L discretion, including but not limited to; "Revision Sets", "Additional Layouts", "Additional Functionality".
5. In the event that a project specification agreed by the Client and Captarius International IT Consultancy Co. W.L.L cannot be fulfilled clause 3 will apply.
6. In the event that the amendments requested by the client are a substantial change to the initial specification agreed, Captarius International IT Consultancy Co. W.L.L may require the project to be re-quoted, the initial agreement terminated and a new Order Confirmation signed by the Client. Any balance remaining on account will go towards this new project specification and no refund will be due.
7. Any amendments requested by the client when required to provide a "Final Amendments List" will be completed where possible. These amendments are at Captarius International IT Consultancy Co. W.L.L discretion to complete and Captarius International IT Consultancy Co. W.L.L reserve the right to quote for amendments.

## 6. Web Design and Development

1. Mobile & Browser Compatibility
  1. Captarius International IT Consultancy Co. W.L.L makes every effort to ensure websites are compliant with current popular internet browser versions. Including:
    1. Firefox
    2. Internet Explorer 10 and above
    3. Google Chrome
    4. Apple Safari
  2. Older versions of browsers may be supported, this will be outlined within the Order Confirmation if different these Terms and Conditions, Captarius International IT Consultancy Co. W.L.L ensure all websites ordered without responsive layouts are compatible with mobile and tablet devices – by means of ensuring the website is visible within the viewport.
  3. If a responsive layout is ordered by the Client, this will adhere to the sizes listed within the Order Confirmation. Captarius International IT Consultancy Co. W.L.L cannot guarantee how the website will work outside of these parameters and are therefore not bound to make alterations however will make every effort to make the website operate across all screen sizes.

## 1. Go-Live

1. In order for a website to be put live on either the Clients own server or Captarius International IT Consultancy Co. W.L.L's servers the full and final balance must be paid.
2. A go live must be requested by the Client and by making this request it is agreed by the Client that they are happy with the work completed by Captarius International IT Consultancy Co. W.L.L. The Client accepts the Website or Application is completed to the specification and is fit for purpose
3. If files relating to a website or Application are transferred to the Client, and are not hosted by Captarius International IT Consultancy Co. W.L.L, any errors that occur after the transfer is completed are not the fault of Captarius International IT Consultancy Co. W.L.L. No claims for any losses, costs or damages either financial or non-financial as a result of such errors can be made against Captarius International IT Consultancy Co. W.L.L
4. Any Third Party who provides Design, Development, Hosting or Marketing services for the Website or Application do so at their own risk; any amendments to the Website or Application, whether made or suggested, are the responsibility of the company who made the amendments or suggested amendments. Captarius International IT Consultancy Co. W.L.L cannot be held liable for any amendments or suggested amendments made by any Third Party
5. Upon making the 'Go-Live' request Captarius International IT Consultancy Co. W.L.L. will provide an estimated transfer date and time. 'Go-Live' requests will only be fulfilled between the hours of 9am and 4pm. It is unadvisable to go live after these due to bugs that may incur when changing servers where outside these hours Captarius International IT Consultancy Co. W.L.L will be unable to assist.

## 7. Software

1. *Including but not limited to: API Integrations, Payment Gateways, Open Source, Licensed Software, Third Party Applications*
2. Captarius International IT Consultancy Co. W.L.L use Open Source and Licensed software for Projects. This will be confirmed in the Order Confirmation.
3. Any and all costs associated with Third Party software, whether Licensed or Open Source, will be the responsibility of the Client
4. Captarius International IT Consultancy Co. W.L.L may suggest software. This advice is of opinion of the agent of Captarius International IT Consultancy Co. W.L.L and may not be the opinion of the company and cannot be taken as fact.

5. It is the sole responsibility of the Client to research software, plug-ins and modules suggested by Captarius International IT Consultancy Co. W.L.L and any of its agents. By signing the order confirmation, the Client accepts that the software is fit for purpose.
6. Plug-ins and modules available for non-bespoke and open source software are not the responsibility of Captarius International IT Consultancy Co. W.L.L. Captarius International IT Consultancy Co. W.L.L are not liable for any losses, costs or damages either financial or non-financial that may arise from third party code.
7. Captarius International IT Consultancy Co. W.L.L provides bespoke themes for Open Source software. These are created utilising the current software version available when the Order Confirmation is signed by the Client. Captarius International IT Consultancy Co. W.L.L cannot be held responsible for future releases of Third Party software depreciating features and resulting in the work completed by Captarius International IT Consultancy Co. W.L.L becoming incompatible.

## **8. Bespoke**

1. Captarius International IT Consultancy Co. W.L.L provides both bespoke design and development. Due to the nature of this type of work, guarantees cannot be made in regards to the quality and sustainability of such Projects
2. Captarius International IT Consultancy Co. W.L.L will not be liable for any losses incurred including but not limited to; "Financial loss", "loss of data" or "loss or reputation". Any invoices presented to Captarius International IT Consultancy Co. W.L.L for such losses will be rejected

## **9. Search Engine Marketing & Rankings**

1. Captarius International IT Consultancy Co. W.L.L does not provide Search Engine Marketing as a service. Clause 1,13 will apply
2. Changes to search engine rankings are not the responsibility of Captarius International IT Consultancy Co. W.L.L
3. Captarius International IT Consultancy Co. W.L.L will not be liable for any losses incurred including but not limited to; "Financial loss", "loss of search engine position" or "loss or reputation". Any invoices presented to Captarius International IT Consultancy Co. W.L.L. for such losses will be rejected.

## **10. Design, Development, Content & Branding**

1. Captarius International IT Consultancy Co. W.L.L. may use placeholder images from various sources. Some of these images may require a licence and have been used as an

example. It is the responsibility of the Client to source and replace any images used in any design or development created by Captarius International IT Consultancy Co. W.L.L. Should an image be used, whether selected by the Client or Captarius International IT Consultancy Co. W.L.L that requires a licence, it is the Clients' responsibility to acquire the correct licence.

2. All Content displayed on the Clients Project will be authorised by the Client and is the sole responsibility of the Client regarding usage and copyright. Any legal issues or Losses arising from the content are sole responsibility of the Client and therefore the Client is liable.
3. It is the sole responsibility of the client to carry out sufficient research before proceeding with a Project. This includes but is not limited to; checking that the Project / idea / business will operate legally and will not infringe any Copyrights, Trademarks and / or Patents. Captarius International IT Consultancy Co. W.L.L cannot be held liable for any illegal activities or Content involved with Project as it is the sole responsibility of the Client.
4. Proof Reading, Spellings, Grammar and Incorrect Content are the responsibility of the Client. Captarius International IT Consultancy Co. W.L.L do not provide a Proof Reading or Copy Writing service
5. Be requesting "Print Ready" files relating to any Graphic Design work created by Captarius International IT Consultancy Co. W.L.L, it is agreed by the Client that they are happy with the work completed. The Client accepts the Graphic Design is completed to the specification and is fit for purpose. Any specific colours must be noted prior to this request and must be submitted as Pantone references.

## 11. Use of third-Party Hosting

1. It is strongly recommended that Clients request Captarius International IT Consultancy Co. W.L.L to verify the requirements of individual web projects to ensure suitability of hosting.
2. Any issues or errors that arise during and after the transfer is completed are not the fault of Captarius International IT Consultancy Co. W.L.L and no claims can be made against Captarius International IT Consultancy Co. W.L.L for any Losses relating to third party hosting and it's suitability
3. Captarius International IT Consultancy Co. W.L.L cannot be held responsible websites hosting via a Third-Party provider. If issues should arise with the website, application, hosting or domain, Captarius International IT Consultancy Co. W.L.L is unable to provide timescales for assessing and correcting these issues. Clients may also incur additional costs to inspect/resolve issues

4. Captarius International IT Consultancy Co. W.L.L are not contractually obligated to assist further with the Website or Application if Hosted by a Third Party
5. Any Losses or invoices levied upon Captarius International IT Consultancy Co. W.L.L relating to the Website, Application, Hosting or Domain will be rejected
6. For the avoidance of doubt, Captarius International IT Consultancy Co. W.L.L are unable to provide back-ups when a Client is hosting a website or application externally
  1. 'Project'
    1. A Project is any work undertaken or service provided by Captarius International IT Consultancy Co. W.L.L for the Client on their request. All projects are confirmed by the Client in the way of a signed Order Confirmation which is supplied with a quotation.
  2. 'Client'
    1. A Client is a person, persons, business or organisation using any of the services provided by Captarius International IT Consultancy Co. W.L.L.
  3. 'Payment Period'
    1. The payment period is the time allowed by Captarius International IT Consultancy Co. W.L.L for receipt of the monies owed to Captarius International IT Consultancy Co. W.L.L by the client.
  4. 'Hold'
    1. Where a Project is paused as a result of the Client being non contactable, or having not supplied the necessary information to continue with the Project
  5. 'Cancellation'
    1. Where a project is cancelled by the Client in writing.
  6. 'Go Live'
    1. A request made by the customer once a project is complete and no further changes are required. It is agreed that by making this go live request the project is full complete to specification outlined in the project specification document.
  7. 'Domain'
    1. Domain is the website address as specified by the client.



#### 8. 'Open Source Software'

1. Open Source Software is software made freely available to anyone under the GNU General Public License (GPL).

#### 9. 'Content'

1. Content is both text and images supplied by the Client for the Project.

#### 10. 'Order Confirmation'

1. An order Confirmation is a binding contract between Captarius International IT Consultancy Co. W.L.L and the Client

#### 11. 'Third Party'

1. A Third Party is a person, persons, business or organisation other than the Client or Captarius International IT Consultancy Co. W.L.L

#### 12. "Losses"

1. Any losses, costs or damages either financial or non-financial incurred by the Client or a Third Party as a result of Project with Captarius International IT Consultancy Co. W.L.L

#### 13. "Order Confirmation"

1. The confirmation of a Project and acceptance of Captarius International IT Consultancy Co. W.L.L 's Terms and Conditions by the Client