Last updated: 21/10/2013

Terms and Conditions Website Development

1. DEFINITIONS

The following terms and conditions document is a legal agreement between Global IT Solutions hereafter the "Company" and "Client" for the purposes of web site design or development. These Terms and Conditions set forth the provisions under which the Client may use the services supplied. When references are made to 'Developer' this refers to the person who is directly creating the website.

2. ACCEPTANCE OF WORK

Quotations are valid for 7 days from date of issue.

When the Client places an order to purchase any web site services from the Company, the order represents an offer to the Company to purchase the web site services which is accepted by the Company only when an invoice is sent to the Client. No contract for the supply of services exists between Client and the Company until the Company sends an invoice to the Client for payment. The invoice equals acceptance by the Company (or third party supplier) of Clients offer to purchase services from the Company and this acceptance of work is a valid contract between Client and Company regardless of whether Client receives the invoice.

Any other services on the order which have not been included in the invoice do not form part of the contract. The Client agrees to check the details of the invoice are correct and should print and keep a copy for their records.

The Company reserves the right to withdraw from contract at any time prior to acceptance.

3. PERMISSION AND COPYRIGHT

All pages, images, text and code on the Company's web site at http://www.gitsolutionsbd.com/ are copyrighted material.

Clients and any other visitors to the Company's web site at http://www.gitsolutionsbd.com/ may not use any of the pages, images, text or code on the web site for use on Client's or visitors own web site or to create a web site or templates without prior written permission from the Company.

Copyright of the completed web designs, images, pages, code and source files created by the Company for the project shall be with the Client upon cleared funds of final payment only and by prior written agreement. Without agreement, ownership of designs and all code is with the Company.

Where the Client has chosen to pay on any payment plan for site design services, including site maintenance, the copyright of the completed web design(s), images, pages, code and source files created by the Company for the project shall be with the Client after a the invoice total amount has

been received by the Company, or equivalent cash lump sum payment has been made, and by prior written agreement. Without agreement, ownership of designs and all code is with the Company.

These terms of use grant a non-exclusive limited license so that the Client can use the design on one web site on one domain name only. The Client is not permitted to use a design for more than one website without prior written agreement between the Client and the Company.

The Client agrees that resale or distribution of the completed files in full or in part is forbidden unless prior written agreement is made between the Client and the Company.

The Client hereby agrees that all media and content made available to the Company for use in the project are either owned by the Client or used with full permission of the original authors. The Client agrees to hold harmless, protect and defend the Company from any claim or suit that may arise as a result of using the supplied media and content.

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Client agrees that the Company may include development credits and links within any code the Company designs, builds or amends.

Client agrees that the Company reserves the right to include any work done for the Client in a portfolio of work.

Any deviation from these general terms of engagement are to be laid out in a special instruction document and duly signed by both the Company and the Client prior to commencement of any scope of works.

4. MATERIAL

The Company reserves the right in its sole discretion to refuse to sell design or code to a Client who has a site which it deems is, including but not limited to, unlawful or inappropriate, contains a virus or hostile program, constitutes harassment, racism, violence, obscenity, harmful intent, spamming, contains adult content, commits a criminal offence, infringes privacy or copyright or any other questionable media at the Company's own discretion. The Company reserves the right to refuse to sell design or code to those thought or known as competitors of the Company. The Client may not purchase design or code for use in development of their own product to directly compete with the Company's design or code. The Company reserves the right to refuse sale for orders from suspect payment or address details or other reason at the Company's own discretion. The Company reserves the right without notice to cancel, reject, refuse sale to or work with a Client without reason for such rejection or refusal.

5. DOMAIN NAMES AND HOSTING

5.1 The Company's Hosting and Domains

5.1.1 Hosting

The Company hosting is provided through a web hosting company as a reseller. The Client agrees to comply with the web hosting company's terms and conditions of use of the web hosting and email services provided through the Company.

The Company agree to maintain the hosting account supplied by the web hosting company, in as much as space, email addresses and resource add-on's and user permissions, but cannot be held accountable or responsible for any outages of services due to technical problems arising at the web hosting company.

The Client agrees to maintain the agreed payment relationship for their selected hosting account with the Company, and should payment not be made on time and in full, the Company reserves the right to withdraw the facility until such time as the client's account is brought up to date, whereby service will be resumed. The Company will not be liable for any loss of business arising to the Client as a result of any downtime caused by the Client's non-payment of service.

The Company agree to supply, on written request, the control panel log in details for their designated hosting account. Upon receiving the username and password for the control panel log in area, they Client has the availability to make changes to their hosting and the Company cannot be held responsible for any errors made by the client if making any changes themselves. If the Client causes errors on their website as a result of making their own changes to the control panel, the Company reserves the right to charge for any work involved to correct the errors.

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5.1.2 Domain Names

When requested, the company will purchase on request, the required domain name on behalf of the client. The Client is responsible for checking the accuracy of the domain name prior to purchase, and will confirm such in writing by email, prior to the order being placed.

The Client does not hold the Company responsible for any errors or omissions made by the Client and the Client's confirmation email is final. Refunds cannot be made by the Company, after the domain has been purchased on behalf of the Client.

5.2

3rd Party Hosting and Domains

Client agrees to take all legal responsibility for use of third party domain name, hosting and email services and hereby agrees to indemnify and hold harmless the Company from any claim resulting from the Client's publication of material and use of the domain name, hosting and email services. Any support

or payment due relating to the domain name, hosting and email services are to be made between the Client and the third party service.

Client agrees to pass on FTP details and any other access details relating to their domain name and hosting account which the Developer requires to upload the web site if required as part of a project.

The Company reserves the right without notice to refuse work with domain names or hosting and email services without reason for such rejection or refusal.

6. PROJECTS

Global IT Solutions will provide the Client with a scope of works, which will detail what is covered by the price quoted and agreed, as well as start date, content submission required date and a completion date. Any changes to the scope of works after the agreement will need to be submitted online using the support ticket request system, by logging in at

http://www.gitsolutionsbd.com/ or by emailing support@gitsolutionsbd.com

If the Client fails to provide the necessary content within the agreed time slot the Developer will commence using stock photos and sample text and continue to publish on the agreed completion date, until such time as the content is provided. Content provided after the required submission date will need to be re-scheduled in to the diary in-between other client project as deemed appropriate.

The Client agrees that a webpage built from a graphic design may not exactly match an original design specification because of the difference between the display in design software and the rendering of the code by internet browser software. The Company agrees to try and match the design as closely as is possible when building the code.

The Company endeavors to create pages that are search engine friendly, however, the Company gives no guarantee that the site will become listed with search engines or of certain search results unless agreed at the time of purchase. In no event shall the Company be held liable for any changes in search engine rankings as a result of using the Company's code.

If an error or issue with the design or code arises during the project which does not allow the design or code to match the original specification, then Client agrees that the Company can apply a nearest available alternative solution.

After site completion, a Client or a third party of their choosing may wish to edit their web site code themselves to make updates. However, the Client agrees that in so doing they assume full responsibility for any issues which occur as a result of changing the code themselves. If a Client or a third party of their choosing edits the web site code and this results in functionality errors or the page displaying incorrectly, then the Company reserves the right to quote for work to repair the web site.

The Company reserves the right to assign subcontractors in whole or as part of a project if needed.

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The Client agrees that it is their responsibility to have regular backups of their website and software made by themselves or third party services in case of a software or hardware failure. The Client may request in writing that the Company perform the said backup of their system and the company reserve the right to charge for this service.

All communications between the Developer and Client shall be by, email or Skype chat, except where agreed at Developer's discretion. Communications with the Company in general may be by telephone, email, Skype or postal mail.

7. WEB BROWSERS

The Company shall make every effort to ensure sites are designed to be viewed by the majority of visitors. Sites are designed to work with the main browsers Internet Explorer, Mozilla Firefox and Chrome latest releases. The Client agrees that the Company cannot guarantee correct functionality with all browser software across different operating systems.

The Client agrees that after handover of files any updated software versions of the main browsers Internet Explorer and Mozilla Firefox, domain name setup changes or hosting setup changes thereafter may affect the functionality and display of their web site. As such, the Company reserves the right to quote for any work involved in changing the web site design or web site code for it to work with updated browser software, domain name or hosting changes.

8. PAYMENT TERMS

All prices are subject to VAT.

All invoices that do not qualify for monthly installments require a 50% deposit in advance, to allow the Developer to commence work. The remaining 50% of the invoice is to be paid within 4 weeks of the date of the invoice regardless of completion date. Any variation to these standard terms must be agreed in writing by both parties prior to commencement of work.

Additional work requested by the Client which is not specified in the agreed quotation are subject to a separate quotation and the Company reserves the right whether to quote or accept additional work. If additional work is accepted by the Company, it may affect the timescale and overall delivery time of the project. The Client agrees that if additional work is requested after commencement of a project, then the project delivery date may need to be adjusted accordingly.

Once an invoice is sent to the Client it must be paid either by, cash in hand, bank transfer, cheque made payable to "Global IT Solutions" and sent with proof of posting to the Company's main postal address, or paid using any major credit card by telephone, details of which will be provided to the Client upon request.

The Company reserves the right to decline further work on a project if there are invoices outstanding with the Client.

The Client may request that the Company cancel a project in writing by email to support@gitsolutionsbd.com or postal mail addressed to the Web Development Team Manager and the project is cancelled only if the Web Development Team Manager confirms work has not been started on the project. If the Developer has begun or completed the work and the Client no longer requires the files but have agreed to the work, they are still obliged to pay the Company for the work that has been carried out already.

All invoices are submitted by email except where required otherwise by regulations or agreed at the Company's discretion.

The Company reserves the right to remove its work for a Client from the Internet if payments are not received and charges will be incurred to restore if the Client chooses to re-activate at a later date.

9. LIABILITY AND WARRANTY DISCLAIMER

The Company provides their web site and the contents thereof on an "as is" basis and makes no warranties with regard to the site and its contents, or fitness of services offered for a particular purpose. The Company cannot guarantee the functionality or operations of their web site or that it will be uninterrupted or error free, nor does it warrant that the contents are current, accurate or complete.

The Company endeavors to provide a web site within given delivery timescales to the best of its ability. However, the Client agrees that the Company is not liable for any claims, losses, costs incurred or compensation due to any failure to carry out services within a given delivery timescale.

The Client agrees the Company is not liable for absence of service as a result of illness or holiday.

The Client agrees the Company is not liable for any failure to carry out services for reasons beyond its control including but not limited to acts of God, telecommunication problems, software failure, hardware failure, third party interference, Government, emergency on major scale or any social disturbance of extreme nature such as industrial strike, riot, terrorism and war or any act or omission of any third party services.

The Company is not liable for any consequences or financial losses such as, but not limited to, loss of business, profit, revenue, contract, data or potential savings, relating to services provided.

On handover of files from the Company to the Client, the Client shall assume entire responsibility in ensuring that all files are functioning correctly before use.

Whilst every effort is made to make sure files are error free, the Company cannot guarantee that the display or functionality of the web design or the web site will be uninterrupted or error free. If after handover of files errors are found in code the Developer has created and the main browsers Internet Explorer, Google Chrome, Mozilla Firefox, domain name setup and hosting setup are the same as when work began, then Developer can correct these errors for the Client at its own discretion.

If after handover of files errors are found in code the Developer has created and the main browsers Internet Explorer, Google Chrome, Mozilla Firefox have released an updated software version, or the domain name setup or hosting setup has been changed, the Developer can correct errors for the Client free of charge and reserves the right to quote separately for any additional work needed as a result of changes to the browser software, domain name setup or hosting setup.

Should the Client go into compulsory or involuntary liquidation or cannot pay its debts in the normal course of business, the Company reserves the right to cancel forthwith any projects and invoice Client for any work completed.

The Company shall have no liability to the Client or any third parties for any damages, including but not limited to, claims, losses, lost profits, lost savings, or other incidental, consequential, or special damages arising out of the operation of or inability to operate these web pages or web site, even if the Company has been advised of the possibility of such damages.

There are laws and taxes which affect Internet ecommerce. The Client agrees that it is their responsibility to comply with such laws and will hold harmless, protect, and defend the Company and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the Client's exercise of Internet ecommerce.

The Company may from time to time recommend to the Client that updates are needed to their site to comply with, including but not limited to, new legislations, software releases and web standards. The Company reserves the right to quote for any updates as separate work. Client agrees the Company is not liable for any failure to inform or implement these updates to their site. Client agrees that it shall defend, indemnify, save and hold the Company harmless from any and all demands, liabilities, costs, losses and claims arising from omission to inform or implement these updates.

10. INDEMNIFICATION

The Client agrees to use all the Company services and facilities at their own risk and agree to defend, indemnify, save and hold the Company harmless from any and all demands, liabilities, costs, losses and claims including but not limited to attorney's fees against the Company or its associates that may arise directly or indirectly from any service provided or agreed to be provided or any product or service sold by the Client or its third parties. Client agrees this indemnification extends to all aspects of the project, including but not limited to web site content and choice of domain name.

Client also agrees to defend, indemnify and hold harmless the Company against any liabilities arising out of injury to person or property caused by any service provided or agreed to be provided or any product or service sold by the Client or third parties, including but not limited to, infringement of copyright, infringement of proprietary rights, misinformation, delivery of defective products or services which is harmful to any person, business, company or organisation.

11. NONDISCLOSURE

The Company and any third party associates agrees that, except if directed by the Client, it will not at any time during or after the term of this agreement disclose any confidential information. Likewise, the Client agrees that it will not convey any confidential information about the Company to another party.

12. PRIVACY POLICY

The Company and any third party associates shall use information provided by the Client in relation to this agreement in accordance with the Data Protection Act and also for the following purposes 1) to identify the Client in communications with them 2) to contact the Client from time to time to offer them services or products which may be of interest to or benefit the Client.

13. INTERPRETATION

The Company reserves the right to terminate a project with a Client at any time without prior notification if it finds the Client in breach of these terms and conditions. The Company shall be the sole arbiter in deciding what constitutes a breach. No refunds are given in such a situation.

This agreement shall be governed by the laws of Bangladesh which shall claim venue and jurisdiction for any legal motion or claim arising from this agreement. This agreement is void where prohibited by law.

Where one or more terms of this contract are held to be void or unenforceable for whatever reason, any other terms of the contract not so held will remain valid and enforceable at law.

Any and all matters pursuant to this agreement are governed by Laws of Bangladesh and are under exclusive jurisdiction of the Bangladesh Courts.

The Company reserves the right to alter these Terms and Conditions at any time without prior notice, the latest terms and conditions can be found at the Company's web site at http://www.gitsolutionsbd.com /terms-and-conditions.pdf with a date of last update.

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.

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