



D'SIGN WEB CONSULT

TERMS & CONDITIONS

Consulting Services

1. D'sign Web Consult will provide consulting services to the Customer relating to the creation or modification of a Website. The specific nature of the services to be provided by D'sign Web Consult will be as specified in the Schedule ("Invoice"). Subject to any lawful restraint imposed upon it by any other party (such as an obligation as to confidence), D'sign Web Consult will make available to the Customer all knowledge, information and expertise in its possession in performing the Services. If the Customer wishes D'sign Web Consult to perform any services other than those specified in the Schedule (including without limitation to provide any additional functionality) or to provide further other softwares, then D'sign Web Consult shall be entitled to quote the Customer separately for the provision of those services or the provision of those products. If the Customer accepts that quotation then the provisions of this Agreement will apply to the provision of those additional services and softwares.
2. Unless otherwise agreed in writing by the parties, the term of this Agreement will commence on the date specified in the Schedule.
3. Unless specifically stated as a fixed price quote, any cost estimates that are or have been given by D'sign Web Consult are estimates only. Actual time spent and platform, storage server or softwares supplied may be used as the basis for billing.

Consulting Rates, and Other Expenses

4. D'sign Web Consult will provide services to the Customer and will be entitled to charge the Customer for such services at the rates specified in the Schedule.
5. D'sign Web Consult shall be entitled to provide the Services remotely from its own premises and will not be required to attend the Customer's premises. If D'sign Web Consult is required to attend the Customer's premises for any reason pursuant to this Agreement, the Customer will reimburse D'sign Web Consult for reasonable transport expenses incurred by D'sign Web Consult in doing so.
6. The Customer authorizes D'sign Web Consult to obtain access to the Customer's computing facilities referred to in the Schedule (the "Invoice") using the remote means of access referred to in the Schedule ("Invoice") and subject to any Restrictions on Access set out in the Schedule, for the purposes of providing the Customer with services.
7. D'sign Web Consult will not use the means of access (or any other methods of remote access) to access the facilities for any purpose other than to provide the Services. However, D'sign Web Consult shall be permitted to gain remote access to the Facilities for lawful purposes using any publicly available means (such as the World Wide Web), which do not require special authorization.
8. D'sign Web Consult will take the following steps to ensure the security of the facilities (in so far as the use of D'sign Web Consult systems and the means of access are concerned):
 - a) ensuring that no passwords are stored in easily recognizable form on D'sign Web Consult own systems in circumstances where a breach of D'sign Web Consult own internal security may reveal them;
 - b) ensuring that only those employees and contractors of D'sign Web Consult who are required to access the facilities using D'sign Web Consult systems and the means of access are able to do so;
 - c) ensuring that the facilities are not capable of being accessed by a system or user, which transits D'sign Web Consult own systems, except as permitted by this Agreement.
9. The Customer indemnifies D'sign Web Consult against any loss or damage arising directly or indirectly from any unauthorized use of the facilities to which D'sign Web Consult has been granted remote access, provided that such unauthorized use has not arisen as the result of any material breach by D'sign Web Consult of its own obligations under Clause 8 of this Agreement.



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10. The Customer will also reimburse D'sign Web Consult for all expenses incurred by D'sign Web Consult on the Customer's behalf or in carrying out its obligations under this Agreement.
11. The Customer will pay D'sign Web Consult for the cost of any platform, storage server or softwares (including any licensing that D'sign Web Consult is required to pay to obtain a sub-license in favor of the Customer for any third party software) together with D'sign Web Consult own charge that it levies for handling and/or obtaining any relevant sub-licenses.

Refunds

12. D'sign Web Consult provides a service. When hired by the Customer D'sign Web Consult spends many hours preparing and managing the development of your website. Therefore no refunds of payments will be issued for design or any platform, storage server or software purchased beforehand on behalf of the Customer. In the case that the Customer is unsatisfied with the visual of the design, D'sign Web Consult will make up revision (depending on website package chosen). Additional revisions will result in additional costs.

Liability

13. Except for express undertakings to indemnify and any warranties set out in this Agreement:
 - a) To the extent permitted by the law, D'sign Web Consult expressly excludes all conditions and warranties whether express or implied.
 - b) Notwithstanding any other provision in this Agreement, in no event will D'sign Web Consult be liable to any party including the Customer for any indirect, punitive, special, incidental or consequential damage in connection with or arising out of this Agreement (including for loss of profits, use, data, or other economic advantage), however it arises, whether for breach of this Agreement or in tort, and even if D'sign Web Consult has been previously advised of the possibility of such damage. Further, liability for such damages shall be excluded, even if inclusive remedies provided hereunder fail their essential purpose. The Customer will indemnify D'sign Web Consult and keep it indemnified from and against any claims by any third party for or in respect of such damages.
 - c) D'sign Web Consult is not liable for any platform, storage server or third party software purchased by Customer; if at any time during and after engaging our services, these platform, server storage or third party software changes or loses its purpose of function.
14. The Customer is solely responsible for the proper backup and protection of all of its software and data, as well as the implementation and maintenance of fire walls and security measures (including proper virus control) in relation to the facilities.

Assistance and Facilities

15. The Customer will provide D'sign Web Consult with all reasonable assistance and facilities free of charge (including without limitation of the means of access and the other items referred to in the Schedule, office facilities, and liaison with the necessary officers and employees of the Customer) in order to permit D'sign Web Consult to efficiently provide the Services.

No Poaching

16. The Customer undertakes to D'sign Web Consult that it will not for a period of two years from the termination of this Agreement entice away or endeavor to entice away from D'sign Web Consult or any employee of D'sign Web Consult. The Customer acknowledges that the prohibition and restriction contained in this clause are reasonable in the circumstances and necessary to protect the business of D'sign Web Consult.



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Agreement Non-exclusive

17. The Customer acknowledges that D'sign Web Consult is providing Services to the Customer on a non-exclusive basis and that D'sign Web Consult may provide services of the same or a similar nature as the services to any other party.

Termination

18. This Agreement may be terminated in the following circumstances:

- a) By either party by giving the other party thirty (10) days notice in writing to that effect;
- b) Immediately by D'sign Web Consult by notice in writing if the Customer fails to remedy a breach of this Agreement (including any provision as to payment) within seven (7) days of receipt of a notice from D'sign Web Consult of such breach requiring it to do so; or
- c) By either party immediately by notice in writing if the other party takes any corporate action or other steps are taken or legal proceedings are started (and are not withdrawn, discontinued or struck out within twenty-one days) for its winding up, liquidation or dissolution (other than for the purposes of reconstruction) or the appointment of an administrator, receiver, receiver and manager, official manager, Liquidator, provisional Liquidator, trustee or similar office of it or of any or all of its revenues and assets ("Insolvency Event"), and such Insolvency Event remains in existence in respect of such party as the time of service of the Notice.

19. On termination of this Agreement however occurring, all money unpaid by the Customer pursuant to this Agreement will immediately become due and payable. If such money remain unpaid for a period of 3 days then (without prejudice to any other rights that D'sign Web Consult may have for breach of this Agreement or otherwise) D'sign Web Consult will be entitled to retake possession to disable any platform, storage server, or software provided pursuant to this Agreement (including by remote means).

20. The Customer's obligations (including any obligations to indemnify) under clauses 9 and 14 inclusive (Liability), and D'sign Web Consult obligations under clause 12 (Confidentiality) shall survive the termination of this Agreement for whatever reason.

General

21. Any notice required or contemplated by this Agreement shall be deemed to have been duly given if it is in writing, properly addressed and delivered personally or mailed by registered or certified mail, postage prepaid addressed or by fax or electronic mail to the Customer or D'sign Web Consult at the address set out in the Schedule or this Agreement or such other address nominated by a party in writing.

22. The Customer may not assign any of its obligations under this Agreement without the prior written consent of D'sign Web Consult. However D'sign Web Consult may arrange for sub-contractors to perform any of D'sign Web Consult obligations under this Agreement.

23. D'sign Web Consult will not be liable to the Customer or to any third party for any non-performance or delay in the performance of its obligations under this Agreement, if events or conditions beyond its reasonable control cause the non-performance or delay and D'sign Web Consult gives the Customer prompt notice thereof. In no event will this provision affect Customer's obligation to make payments to D'sign Web Consult under this Agreement except in respect of services that are unable to be performed by D'sign Web Consult, until they can be performed.

24. A failure, delay, relaxation or indulgence by either Party in exercising any right, power or privilege conferred on the Party by this Agreement shall not operate as a waiver of the power or right. A single or partial exercise of any right, power or privilege hereunder does not preclude the further exercise of the same right or the exercise of any other right hereunder. A waiver of a breach does not operate as a waiver of any other breach.

25. After "Project Completion Handover" has been verified by the Customer, D'sign Web Consult has fully completed our services as committed in "Invoice" provided on commencement of engaging our services. D'sign Web Consult is not



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liable for any platform, storage server or third party software purchased by Customer; if at any time during and after engaging our services, these platform, server storage or third party software changes or loses its purpose of function. Any issues will be taken into account as maintenance or so forth and charges will be charged accordingly.

Your Consent

26. By using our services you consent to our collection and use of your personal information as described in our Terms and Conditions and Privacy Policy. If we change our Terms and Conditions, Privacy Policy and procedures, we will post those changes on our Web site to keep you aware of what information we collect, how we use it and under what circumstances we may disclose it.