

Android/iPhone App Development Terms and Conditions

Introduction

These terms and conditions are applicable to all App Development projects that are undertaken by Advancing Client Engagement Limited (*"The Supplier"*). If the App is to be hosted and supported by *The Supplier*, also view the separate Service terms and conditions.

1) Acceptance.

A copy of these terms and conditions is submitted along with project quotations and must be agreed prior to work commencing. Alternatively, payment of an advance fee or payment online is an acceptance of our terms and conditions. These terms and conditions are always available on our website for review.

2) Charges.

The initial purchase fee is the £997 plus VAT (£1,196.40) then a monthly payment of either £97 plus VAT or £147 plus VAT. The monthly fees are collected on completion and publication of your Digital App, usually 4 weeks from commencement of your project

3) Client Review.

The Supplier will provide the Client with an opportunity to review the appearance and content of the App during the design and once they are completed. At the completion of the project, such materials will be deemed to be accepted and approved unless the Client notifies *The Supplier* otherwise within twenty days of the date the materials are made available to the Client.

4) Project Schedule and Content Control.

In the majority of projects, *The Supplier* will supply the Client's App by the date specified in the project proposal. If no such date is specified, the time-scale shall be within eight weeks of the date initial payment is received from the Client, unless a delay is specifically requested by the Client and agreed by *The Supplier*. An alternate time-scale can be agreed during the initial project discussion.

In return, the Client agrees to delegate a single individual as 'first-point-of-call' to aid *The Supplier* with completing the project in a satisfactory and expedient manner.

During the project, *The Supplier* will require the Client to provide copy and images. If content is not provided within two weeks of an official request by email then *The Supplier* reserves the right to advise the Client of a revision to the final payment subject to any costs incurred in the project delay. If content is not provided within four weeks from the original email request then the Client is considered to be in default of the project, the project will be terminated and the Client sent the final invoice for

immediate payment. *The Supplier* will agree, at its discretion, to recommence the project after agreement is reached on a new quotation document and once the original fees have been paid.

5) Payment.

An invoice will be issued at the start of the project to cover the initial setup charge. A final invoice will be provided by *The Supplier* upon completion of the Development, Design and any associated services. Depending on the size of the project, and agreed milestones, intermediary milestone invoices may also be raised. Invoices are normally sent via email; however, the Client may elect to receive hard copy invoices. All invoice payments are due immediately. Final invoice is due before completed App will be submitted to the AppStores and source code released. If the invoice has not been settled after thirty days then *The Supplier* will consider the account to be in default.

6) Default.

If the Client in default has any information or files on *The Supplier*'s host space, *The Supplier* can, at its discretion, remove all such material from its host space. *The Supplier* is not responsible for any loss of data incurred due to the removal of the service. Removal of such material does not relieve the Client of the obligation to pay any outstanding charges assessed to the Client's account.

Cheques returned for insufficient funds, or electronic payments returned unpaid will be assessed a return charge of £25 and the Client's account will immediately be considered to be in default until full payment is received. Clients with accounts in default agree to pay *The Supplier* reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by *The Supplier* in enforcing these Terms and Conditions.

7) Termination.

Termination of the project by the Client must be requested in writing or email and will be effective on receipt of such notice. Telephone requests for termination of services will not be honoured until and unless confirmed in writing or email.

The Client will be invoiced for design and development work completed to the date of first notice of cancellation for payment in full within fourteen days.

Any deposit paid prior to project commencement will be forfeited if the project is cancelled by the client, even if no deliverable work has been completed.

8) Legal Restrictions.

This agreement is also bound by the *The Supplier* Non Disclosure Agreement and for Client Apps Hosted and Supported the *The Supplier* Services Terms and Conditions.

9) Copyright.

The Client retains the copyright to data, files and graphic logos provided by the Client, and grants *The Supplier* the rights to publish and use such material. The Client must obtain permission and rights to use any information or files that are copyrighted by a third party. The Client is further responsible for granting *The Supplier* permission and rights for use of the same and agrees to indemnify and hold harmless *The Supplier* from any and all claims resulting from the Client's negligence or inability to obtain proper copyright permissions. A contract for App design and/or development shall be regarded as a guarantee by the Client to *The Supplier* that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested.

10) Media Delivery Requirements.

Unless otherwise specified in the project quotation, this Agreement assumes that any text will be provided by the Client in electronic format (ASCII text files delivered via e-mail, CD-ROM, DVD, or FTP) and that all photographs and other graphics will be provided physically in high quality print suitable for scanning or electronically in .gif, .jpg or .png format. The specific requirements will be discussed and agreed with the Client prior to commencement of the project. Although every reasonable attempt shall be made by *The Supplier* to return to the Client any images or printed material provided for use in creation of the Client's App, such return cannot be guaranteed.

11) Access Requirements.

If the Client's App is to be published on a third-party development account, *The Supplier* must be granted temporary access to the account to prepare App submission. If the Client's App is to interact with a third-party remote server the Client shall provide full access details to storage and content directories. Depending on the specific nature of the project, other resources might also need to be configured on the server.

12) Post Project Alterations.

The Supplier cannot accept responsibility for any alterations caused by the Client or a third party occurring to the Client's App once installed. Such alterations include, but are not limited to additions, modifications or deletions. *The Supplier* may require a one-off App Development charge before resolving any issues that may arise.

13) Third Party Services.

The Supplier may require the usage of third party services - for example, Google Maps API - to complete the Client's project requirements and will ensure these services are integrated into the project and working correctly upon completion. *The Supplier* cannot be held responsible for subsequent changes or issues with these third party services that may result in issues on the Client's App and may require a one-off App Development charge before resolving any problems that may arise.

14) Domain Names.

The Supplier may purchase domain names on behalf of the Client, in which case they will then be renewed on an annual basis and the Client will be invoiced by *The Supplier*. For all domains, reminder emails will be sent out to the client before the domain expires at sixty and thirty days before expiration. Domains are automatically renewed ten days before expiration. In all cases, the Client must notify *The Supplier* that they do not wish to keep the domain twenty days before the expiration date. The loss, cancellation or otherwise of the domain brought about by none or late payment is not the responsibility of *The Supplier*. The Client should keep a record of the due dates for payment to ensure that payment is received in good time.

15) General.

These Terms and Conditions supersede all previous representations, understandings or agreements. The Client's signature below or payment of an advance fee constitutes agreement to and acceptance of these Terms and Conditions. Payment online is an acceptance of our terms and conditions.

16) Governing Law.

This Agreement shall be governed by English Law.