



### **General Terms & Conditions:**

The following terms and conditions apply to all web design, web development or any other services provided by Biglyft Web Services (herein referred to as Biglyft) to the Client.

#### **1. Acceptance**

1.1 This agreement would be made available to the client via e-mail. It would be deemed as accepted by the client unless mentioned otherwise via the official e-mail used by the client to communicate with Biglyft, within a period of 7 days of receiving it.

#### **2. Charges for Service**

2.1 It is agreed that the fee for service shall be the cost estimates defined in the project scope document sent to the Client via email. If work undertaken exceeds the items specified in the project scope document, "The Client" agrees to pay appropriate fees for the excess work outside the scope of the original agreement. Wherever possible the client will be notified of any services beyond the scope of the project.

#### **3. Payment terms**

3.1 All design and development services require an advance payment of a minimum of fifty percent (50%) of the project quotation total before start of the project. A second payment of twenty five percent (25%) is required after halfway completion of the project, and the remaining twenty five percent (25%) of the project quotation total due upon completion of the work, prior to upload to the Client's server or release of materials to the Client.

3.2 Once research, resource allocation or design & development work has commenced on a project, any deposit paid to Biglyft is non-refundable. If Biglyft's efforts exceeds that of payment already deposited, a pro rata payment based upon the time spent by Biglyft will be applicable.

3.3 Invoices will be provided by Biglyft upon each payment due. Invoices are normally sent via email.

3.4 Invoices are due upon receipt. Accounts that remain unpaid fifteen (15) days after the date of the invoice, shall be thereafter assessed a service charge amounting to € 20 per day.

3.5 Payment for services is due by bank transfer. Bank detail is available through the link <http://www.biglyft.com/payment> and also will be made available on invoices.

#### **4. Additional Expenses**

4.1 Client agrees to reimburse Biglyft for any additional expenses or purchases made by Biglyft on behalf of the client for the completion of the project. Examples would be but not limited to purchase of special fonts, stock photography, third party software etc.

#### **5. Default**

5.1 Accounts unpaid thirty (30) days after the date of invoice will be considered in default. If the Client in default maintains any information or files on Biglyft's Web space, Biglyft will, at its discretion, remove all such material from its web space. Biglyft 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.

5.2 Clients with accounts in default agree to pay Biglyft reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by Biglyft in enforcing these Terms and Conditions.

## **6. Termination**

6.1 Termination of services by the Client must be requested in written or via official e-mail. Telephone or verbal requests for termination of services will not be honored.

6.2 The Client will be invoiced for web design or development or any other services completed to the date of first notice of cancellation for payment in full within thirty (30) days.

6.3 If the agreement is terminated prematurely by the client, after entering into the agreement and implementation of the services, Biglyft entitled to compensation, unless there are facts and circumstances of the termination is based on meeting Biglyft are attributable. Furthermore, the customer still obliged to pay for the loss of time and resources.

## **7. Content Control**

7.1 During the project, Biglyft will require the Client to provide website contents, text, images, movies and sound files on timely basis as agreed before or during the project.

7.2 Unless otherwise specified in the project quotation, this Agreement assumes that any text content should be delivered as a Microsoft Word, email (or similar) document with the pages in the supplied document representing the content of the relevant pages on your website. These pages should have the same titles as the agreed website pages. And that all photographs and other graphics will be provided physically in high quality print suitable for scanning 'or' electronically in .gif, .jpeg, .png or .tiff format. Although every reasonable attempt shall be made by Biglyft to return to the Client any images or printed material provided for use in creation of the Client's website, such return cannot be guaranteed.

## **8. Failure to provide required website content**

8.1 In order to remain efficient Biglyft ensures that work is carried out at the scheduled time. On occasions we may have to reject offers for other work and enquiries to ensure that your work is completed at the time arranged. On any occasion where progress cannot be made because we have not been given the required information in the agreed time frame, and we are delayed as a result, we reserve the right to impose a surcharge of an hourly rate of 2 hours per working day.

8.2 If your project involves Search Engine Optimization we need the text content for your site in advance so that the SEO can be planned and completed efficiently.

## **9. Turnaround Time & Execution**

9.1 Biglyft will install, post or supply the agreed completed work to the designated server by the date specified in the project proposal, or at a date agreed with Client upon Biglyft's receiving initial payment, unless a delay is specifically requested by the Client and agreed by Biglyft.

9.2 The Client agrees to delegate a single individual as a primary contact to aid Biglyft with progressing the commission in a satisfactory and expedient manner.

9.3 In order to avoid miscommunication and confusion Biglyft would assign a Project Manager to the client's project, who will be the single point of contact throughout the entire project.

9.4 At any point, if need arise, Biglyft has the right to employ a third party to execute a project.



## **10. Web Browsers & Devices**

10.1 Biglyft makes every effort to ensure websites or web applications are designed to be viewed by the majority of visitors. They are designed to work with the most popular current browsers (e.g. Firefox, Internet Explorer, Google Chrome, etc.) and most devices (eg. PC, Tablets & Mobile), client agrees that display information of a website varies from browser to browser and device to device.

10.2 Biglyft cannot accept responsibility for web pages which do not display acceptably in new versions of browsers and devices released after the website or web application have been designed and handed over to the Client. As such, Biglyft reserves the right to quote for any work involved in making changes to the design or development code for it to work with updated browser software and devices.

## **11. Access Requirements**

11.1 If the Client's project is to be installed on a third-party server, Biglyft must be granted temporary read/write access to the Client's storage directories which must be accessible via FTP. Depending on the specific nature of the project, other resources might also need to be configured on the server.

## **12. Client Review & Project Completion**

12.1 Biglyft will provide the Client with an opportunity to review the appearance and content of the project during the design and development phase.

12.2 While Biglyft takes all care to avoid errors, yet it is the "Client's" responsibility to proof read and approve all final copy.

12.3 Biglyft will release the completed project work to client only after the full and final payment is received.

12.4 At the completion of the project, all design and development work will be deemed to be accepted and approved unless the Client notifies Biglyft. An email or written confirmation from the Client's representative shall not be necessary to mark the completion of the project. The project will be declared as completed and closed unless notified by the Client within ten (10) days from the date of final release of design and development work.

## **13. Post-Completion Alterations**

13.1 Biglyft cannot accept responsibility for any alterations caused by a third party occurring to the project after installation to client's server and after full and final completion of the project. Such alterations include, but are not limited to additions, modifications or deletions.

## **14. Copyright**

14.1 The Client retains the copyright to data, files and graphic logos provided by the Client, and grants Biglyft the rights to publish and use such material in the client's project. 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 Biglyft permission and rights for use of the same and agrees to indemnify and hold Biglyft harmless from any and all claims resulting from the Client's negligence or inability to obtain proper copyright permissions. An agreement with Biglyft for design and development services shall be regarded as a guarantee by the Client to Biglyft that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested.

#### **15. Indemnity**

15.1 All Biglyft services may be used for lawful purposes only. You agree to indemnify and hold Biglyft harmless from any claims resulting from your use of our service that damages you or any other party.

#### **16. Design & Development Credit**

16.1 Unless the client agrees otherwise, a Design & Development credit link to Biglyft shall appear in either small type or by a small graphic at the bottom of the project executed by Biglyft. If a graphic is used, it will be designed to fit in with the overall design.

16.2 The Client also agrees that any design or development services provided by Biglyft to the Client, may be presented in Biglyft's portfolio.

#### **17. Domain Name & Web Hosting**

17.1 Biglyft may purchase domain name or web hosting on behalf of the Client. Payment and renewal of those domain name and web hosting is the responsibility of the Client. The loss, cancellation or otherwise of the domain or web hosting brought about by non-payment or late-payment is not the responsibility of Biglyft.

#### **18. Liability**

18.1 The entire liability of Biglyft to the Client in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the charges paid by the client for the Services under this Agreement in respect of which the breach has arisen.

#### **19. Severability**

19.1 In the event any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired and the Agreement shall not be void for this reason alone. Such invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable valid, legal and enforceable provision, which comes closest to the intention of the parties underlying the invalid.

#### **20. Disputes**

20.1 The judge in the place of Biglyft has exclusive jurisdiction to hear actions, unless the district court has jurisdiction. Nevertheless Biglyft has the right to submit the dispute to the competent judge. The parties will first appeal to the courts after they settle the utmost to solve a dispute by mutual agreement.

#### **21. Governing Law**

21.1 Any agreement between Biglyft and the Client is governed by Dutch law.

#### **22. Amendment**

22.1 Applicable is the last registered version or the version that applied at the time of conclusion of the agreement.