

The following terms and conditions apply to all website development /design services provided by *Wixexpert.hk* to the Client. *Wixexpert.hk* is represented by the owner of wixexpert.hk.

1. Acceptance

It is not necessary for any Client to have signed an acceptance of these terms and conditions for them to apply. If a Client accepts a quote, then the Client will be deemed to have satisfied themselves as to the terms applying and have accepted these terms and conditions in full.

Please read these terms and conditions carefully. Any purchase or use of our services implies that you have read and accepted our terms and conditions.

2. Charges

Charges for services to be provided by *Wixexpert.hk* are defined in the project quotation that the Client receives via e-mail. Quotations are valid for a period of 30 days from issue. *Wixexpert.hk* reserves the right to alter or decline to provide a quotation after expiry of the 30 days.

Unless agreed otherwise with the Client, all website design services require a deposit payment of a minimum of 50% of the project quotation total before the work is supplied to the Client for review. The remaining 50% of the project quotation total due upon completion of the work, prior to transfer the ownership to Client. Payment for services is due by any measure agreed.

3. Client Review

Wixexpert.hk will provide the Client with opportunities to review the appearance and contents of the website during the design phase and once the overall website development is completed. At the completion of the project, such materials will be deemed to be accepted and approved unless the Client notifies *Wixexpert.hk* otherwise within ten (10) days of the date the materials are made available to the Client.

4. Turnaround Time and Content Control

Wixexpert.hk will install and publicly post or supply the Client's website by the date specified in the project proposal, or at date agreed with Client upon *Wixexpert.hk* receiving initial payment, unless a delay is specifically requested by the Client and

agreed by *Wixexpert.hk*.

In return, the Client agrees to delegate a single individual as a primary contact to aid *Wixexpert.hk* with progressing the commission in a satisfactory and expedient manner. During the project, *Wixexpert.hk* will require the Client to provide website content; text, images, movies and sound files

5. Payment

Invoices will be provided by *Wixexpert.hk* upon completion whenever the Client fulfil payment. Invoices are normally sent via email; however, the Client may choose to receive invoices in pdf format via any communication software. Example would be WhatsApp, Line, etc. Invoices are due upon receipt. Accounts that remain unpaid thirty (30) days after the date of the invoice will be assessed a service charge in the amount of the higher of one and five percent (5%) or \$100 per month of the total amount due.

6. Additional Expenses

Client agrees to reimburse *Wixexpert.hk* for any additional expenses necessary for the completion of the work. Examples would be purchase of special fonts, stock photography, etc.

7. Web Browsers

Wixexpert.hk makes every effort to ensure websites are designed to be viewed by the majority of visitors. Websites are designed to work with the most popular current browsers (e.g. Firefox, Internet Explorer 8 & 9, Google Chrome, etc.). Client agrees that *Wixexpert.hk* cannot guarantee correct functionality with all browser software across different operating systems.

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

8. Termination

Termination of services by the Client must be requested in a written notice and will be effective on receipt of such notice. E-mail or telephone requests for termination of

services will also honoured until and unless confirmed in signature. The Client will be invoiced for work completed to the date of first notice of cancellation for payment in full within thirty (30) days.

9. Indemnity

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

10. Copyright

The Client retains the copyright to data, files and graphic logos provided by the Client, and grants *Wixexpert.hk* 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 *Wixexpert.hk* permission and rights for use of the same and agrees to indemnify and hold harmless *Wixexpert.hk* from any and all claims resulting from the Client's negligence or inability to obtain proper copyright permissions. A contract for website design and/or placement shall be regarded as a guarantee by the Client to *Wixexpert.hk* that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested.

11. Design Credit

A link to *wixexpert.hk* will appear in either small type or by a small graphic at the bottom of the Client's website. If a graphic is used, it will be designed to fit in with the overall site design. If a client requests that the design credit be removed, a nominal fee of 10% of the total development charges will be applied. When total development charges are less than \$5000, a fixed fee of \$500 will be applied. The Client also agrees that the website developed for the Client may be presented in *Wixexpert.hk*'s portfolio. Client's website could be displayed in *Wixexpert.hk*'s promotion, sales, marketing event.

12. Post-Placement Alterations

Wixexpert.hk cannot accept responsibility for any alterations caused by a third party occurring to the Client's pages once installed. Such alterations include, but are not limited to additions, modifications or deletions.

13. Domain Names

Wixexpert.hk may purchase domain names on behalf of the Client. Payment and renewal of those domain names is the responsibility of the Client. The loss, cancellation or otherwise of the domain brought about by non or late payment is not the responsibility of *Wixexpert.hk*. The Client should keep a record of the due dates for payment to ensure that payment is received in good time.

14. General

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

15. Governing Law

This Agreement shall be governed by Law.

16. Liability

Wixexpert.hk hereby excludes itself, its Employees and or Agents from all and any liability from:

- Loss or damage caused by any inaccuracy;
- Loss or damage caused by omission;
- Loss or damage caused by delay or error, whether the result of negligence or other cause in the production of the website;
- Loss or damage to clients' artwork/photos, supplied for the site. Immaterial whether
- the loss or damage results from negligence or otherwise.
- The entire liability of *Wixexpert.hk* 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 for the Services under this Agreement in respect of which the breach has arisen.

17. Severability

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.