



GURU GRAPHICS TERMS & CONDITIONS

Please read these terms and conditions as they will form a contract between the Company and the Client. The acceptance of these terms is agreed by the performance of the first payment.

The Company is a service provider which delivers a number of products and services. These Terms And Conditions are applicable to all the Web Development, Web Design, Web Application Maintenance, Web Optimisation and Web Security projects or jobs undertaken by Guru Graphics Limited.

TERMINOLOGY

- **Client** - the paying client. Defined on the first Project Brief.
- **Company** - Guru Graphics Limited and Company's employees.
- **Project** - any project or job undertaken by the Company

ACCEPTANCE

A copy of these terms and conditions is submitted along with the first project brief containing quotations, and must be agreed prior to work commencing. It is not necessary for any Client to have signed an acceptance of these terms and conditions for them to apply, as the acceptance of these terms is agreed in the moment that the first deposit payment is performed. A copy of these Terms and Conditions is always publicly available on the Company website.

CHARGES

The charges regarding services to be provided by Guru Graphics are outlined on the first project brief that the Client receives via email before the project commencement.

The initial project brief includes the following information: project description, functionalities breakdown, use cases, pages list. A precise list of tasks, which is the product of the previously defined information, will be created. The initial quote is always based on the amount of tasks collected and the average predictable time to spend for each one of them.

All the projects require an advance payment of fifty (50) percent of the initial project quotation before the project commencement. The remaining balance payment will be due upon completion of the project, prior to any upload, installation or project files delivery.

Charges are strictly tied to the list of single tasks agreed and outlined on the first brief, and the expected time to spend in order to complete them. The defined tasks and functionalities list agreed may change during the ongoing of the project as new functionalities may be required.

Any change to the initial tasks list will be promptly communicated to the Client with the updated quote. The approval of the Client to any variation on the original tasks list is always required. Hereby the client agrees that the initial quotation may vary when a task on the original tasks list gets added, modified or removed; and any additional price will be charged and paid due the final payment. The Client also hereby agrees that additional tasks increase the amount of time to spend on the Project, moving the expected deadline forward.

Payment for services is due to online payment, bank transfer or cheque to Guru Graphics Limited. Cheques should be made payable to Guru Graphics Limited, Sunset House, Croydon, Greater London, CR0 2AP.

TECHNICAL STANDARDS

All the Projects undertaken by the Company respect some internally defined quality standards.

All the Web Design and Web Development projects are tailored to the exact requests of the Client and what has been agreed with the Client. Our team will always provide the best professional advices and solutions, but the final decision will always be up to the client.

All the Web Development projects aim to respect the maximum browser compatibility (tests will be performed on: the latest version of Google Chrome / Chromium, the latest version of Mozilla Firefox, the latest version of Safari and the latest version of Opera). Browser compatibility tests on Microsoft Edge browser and last stable release of Internet Explorer will be performed, although we don't guarantee perfect rendering on those two browsers because of browser-related issues. Also, the Company does not guarantee perfect rendering on any outdated browser and it is not able to guarantee complete compatibility with future browser versions.

Any further browser compatibility requirements can be discussed and agreed before the project commencement or during the project ongoing. Extra browser-compatibility features are considered additional features to add to the defined tasks list.

All the Web Development projects are coded to be completely responsive and adaptive, in order to be correctly browsable from the most common mobile devices (smartphones and tablets).

Any further responsiveness requirements can be discussed and agreed before the project commencement or during the project ongoing. Extra responsiveness features are considered additional features to add to the defined tasks list.

All the Web Development projects are optimised for the best page loading time, the best SEO positioning and the best server performances.

All the Web Development projects are taught and developed respecting the latest security measures. All the software used and provided by the Company is always updated to the latest version (on the moment of delivery) and fully tested for stability and security issues. Our Company's approach to security is very strict.

All the Web Development Projects are made using the latest technologies available on the market, always opting for Open Source solutions (because of financial and security reasons) at their latest stable release. All the software used to perform any job or used to create the web application, is always up to date to its latest stable release.

Any aspect of our security approach can be discussed. If a higher level of security is required by the user, the Company will discuss the requirements and proceed accordingly to the Client directions.

This technical standards represent the Company's product quality basic standards, in order to deliver a high quality product. These standards imply more time spent on the Project, which is meaningful for the agreed tasks list, expected deadline and quote.

Our charges include the previously mentioned features, but for very tight deadlines and/or budgets below £2,000 the Company and the Client hereby agree that only the strictly required optimisation services and best standards will be applied with no extra work, as the final price doesn't cover the full service.

The Client can still ask the Company to implement additional services, which will be added to the final quote without sticking to our quality standards.

CONTENT PROVISION

Hereby the Client agrees to provide to the Company, in a reasonable timescale, everything that is requested by the Company in order to proceed with or complete the Project, including content, media (images and videos), business information, system credentials and any other requirement in electronic format.

The Client agrees to do everything possible to provide the content and the media required in the requested format by the Company.

All the information required for the Project development must to be provided in advance or on request in a timely manner.

The failure on providing the requested content will stop the project ongoing until the provision of the required contents. The time lost waiting for the content doesn't represent any reason to decrease the final payment amount, and it's not considered as a delay on the agreed deadline.

The Company keeps track of the time spent and lost on a Project, although those records are confidential.

DEADLINE

The Company hereby agrees that will make any effort in order to adhere to all the agreed deadlines. Hereby, the Client agrees and acknowledges that the Company is not able to work on inflexible deadlines, as during the project ongoing the expected deadline may change for business, logical or technical reasons.

The Client hereby acknowledges that the deadline needs to be flexible in order to match the required development time.

The Client hereby agrees that will make any effort in order to adhere to all the agreed deadlines.

Deadlines are strictly tied to the list of single tasks agreed and outlined on the first brief, and the expected time to spend in order to complete them. The defined tasks and functionalities list agreed may change during the ongoing of the project as new functionalities may be required.

The Company hereby agrees that will communicate any change on the expected deadline to the Client as soon as possible in writing, outlining the reasons for the delay and any available relevant detail.

Any change to the initial tasks list will be promptly communicated to the Client with the updated expected deadline. The approval of the Client to any variation on the original tasks list is always required. Hereby the client agrees that the initial deadline agreement may vary when a task on the original tasks list gets added, modified or removed; and any additional time required will be added to the currently agreed deadline.

The Company will not be held liable for any missed lunch date or deadline, if the Client has been late in his/her own duties (such as content provision, agreements and feedbacks). The Company will not be held liable for any delay on any deadline caused by miscommunications or misunderstandings between the Company and the Client.

PROJECT SCHEDULE

All the Projects are strictly tied to an internally defined procedure. The Client hereby agrees that will do everything possible to work accordingly to the Company's schedule,

respecting the Company's decisions regarding the actions that need to be performed at a specific stage of a project and the technical decisions.

The internal Project realisation procedure is the following:

1. AGREEMENT

At this stage all the details about the project are agreed between the Company and the Client, a first brief is provided for confirmation along with these Terms & Conditions.

2. DESIGN

Based on the Project agreement, a web design of the main pages of the Project will be created in order to define the design consistency rules (colour palette, typography, brand consistency, UX).

3. DESIGN REVIEW

The design created so far is shown to the Client in order to collect feedbacks. The Client is allowed to perform infinite reviews. A written confirmation will close the current stage once all the required feedbacks have been implemented, in order to proceed to the next stage.

4. FRONT-END DEVELOPMENT

At this stage the previously agreed design gets coded into web pages. Those web pages are not responsive or optimised yet, nor they contain any of the agreed functionalities.

5. FRONT-END REVIEW

A review of the existing pages is asked to the Client, in order to assess if the web-page version of the design completely matches the previously agreed static web design. The number of reviews should be limited in that case. A written confirmation will close the current stage once all the required feedbacks have been implemented, in order to proceed to the next stage.

6. BACK-END DEVELOPMENT

At this stage the previously coded web pages get dynamic and populated with database information. All the system functionalities expected and agreed so far get implemented.

7. BACK-END REVIEW

A review of the existing web application is asked to the Client, in order to assess if the web application's functionalities work as expected and agreed. The Client is allowed to perform infinite reviews at this stage. A written confirmation will close the current stage once all the required feedbacks have been implemented, in order to proceed to the next stage.

8. OPTIMISATION

At this stage the existing web application gets optimised for a better SEO score and a fast page loading. The responsiveness gets implemented and the cross-browsing gets debugged. A complete web security and version assessment is deeply performed on the web application and all of its components.

9. FINALISATION REVIEW

This is the last, big and final review performed by the Client, as at this stage the web application should have all the features agreed at the beginning and during the project ongoing. The Client is here allowed to perform infinite reviews on all the functionalities coming from the defined tasks list. A written confirmation will close the current stage once all the required feedbacks have been implemented. This final written confirmation acts as a confirmation for the completion of the Project.

10. DELIVERY

After the final payment of the remaining amount, the Project and all the material produced and available to the Company gets delivered to the Client. The Client may decide to entitle the Company of the installation and configuration of the web application. In case, this service comes for free. The Client hereby agrees that in no circumstances the Company is able to deliver the Project before the final payment.

CLIENT REVIEW

The Company will provide to the Client an opportunity to review the work performed so far at some specific breakpoints of the internal working process.

A first Project review is planned during the design phase in order to collect the feedback about the design done so far and finalise it. The Company will keep showing to the Client the design completed so far, in order to finalise it and proceed to the next stage.

A second Project review is planned after the front-end development phase, in order to collect the feedback on the coding of the previously agreed design, which will be available to be browsed via a beta link. This review is required to show how the design has been transformed into coded web pages.

Please note that at this second review the code produced so far is usually not optimised for responsiveness and cross-browsing features, and contains no functionalities. It is for graphical showing purposes only and the Company won't take note of any different kind of feedback at this stage.

A third Project review is planned after the back-end functionalities implementation. This review is in order to show how the previously coded web pages have been populated with dynamic information and how the system functionalities have been implemented. The Client is asked to test the web application in order to check if it behaves as expected and agreed.

A final Project review is planned once the Project has been completed and optimised. At this stage, the Client is asked to fully test the website as at this stage the Project should be completed. A confirmation of the completion of the project is agreed once the final payment runs.

The Client hereby agrees that will not ask or force the Company to show the work performed so far if the Company declares that it's not ready to be shown at the current stage of the Project.

The Client hereby agrees to provide the right feedback at the right time: all the design feedbacks must be given during the design phase when the Client is asked for review. The same rule is applied for the front and back-end development.

The Client hereby agrees that once a stage of development is finalised, the ongoing work will proceed as per schedule. If the Client comes up with new feedbacks belonging to any previous stage, the current stage will stop at the nearest breakpoint until the previous stage has been finalised again.

The Client hereby agrees that the Company is not liable for any delay on the agreed deadline due to any feedback implementation or extra review.

The Client hereby agrees that will be allowed to provide as many reviews as he/she prefers at any stage, making sure that the feedbacks will be coherent with the current stage of the Project.

The Client hereby agrees that a written (email, document) confirmation is required to close a review and finalise the current stage, in order to proceed to the next stage. The Client also agrees that all the feedback for any review will have to be communicated to the Company by written (email, document) communication in a timely manner.

LIVE CODING AND MAINTENANCE

The Company hereby agrees of being able to not stick to the previously defined rules in case of live coding projects (projects carried on existing and live web applications) or maintenance jobs.

The Company hereby agrees that a backup of all the existing data will be taken before any job commencement or any edit to the existing web application, in order to be able to restore the original situation at any time during the Project ongoing.

The Company hereby agrees that an initial tasks-list will need to be compiled and sent by email to the Client, outlining all the tasks that will be performed on the existing web application, a quote and an estimated deadline.

All the previously defined Conditions about the deadlines and the charges are applicable in the same way for these kind of projects.

The Client hereby agrees to pay the full quote for the job as soon as he/she receives it, as the payment acts as an acceptance of these Terms and Conditions and a confirmation for the Company in order to start working.

The Company hereby agrees that a copy of the old web application will be provided to the Client once the job has been performed and completed on request. The copy is kept for an undefined amount of time and the Client can ask the Company to remove it immediately after the completion of the job by written communication (email, document).

TERMINATION

The termination of any Project occurs on two different scenarios:

1. The Client performs the final payment and the Company delivers the Project
2. One of the two parties (the Company or the Client) decides to cancel the Project

CANCELLATION AND REFUND

Both the Client and the Company hereby agree the ability to cancel any ongoing Project at any moment, providing a written (email, document) communication to the counterpart.

The Client hereby agrees that, on cancellation request:

- the Company may remove, at its discretion, any file and piece of information from the shared resources
- the Company is not responsible for any data loss due to the removal of the service
- the Company, from the cancellation notification receipt, is not entitled anymore to provide any sort of data or file to the Client, if not at its own discretion

Both the Company and the Client hereby agree that, in case of cancellation, a calculation based on the performed tasks will be provided to the Client in order to communicate any expected refund (if the work performed is worth less of the first payment performed) or any further charge (if the work performed is worth more than what already paid by the Client).

The Company will strictly charge or refund any Client for the exact amount of work performed and time spent in any scenario, for any Project. The Client hereby agrees to pay any outstanding charge within thirty (30) days from the cancellation notification.

Any Client with an unpaid balance will be considered in default after 30 days from the invoice day, and legal actions will be taken in order to get the outstanding payment done as per this agreement.

The Client hereby agrees to immediately pay any outstanding balance as soon as possible, after the cancellation communication receipt and pay any reasonable expense regarding any legal issue due to the Project cancellation, including legal fees and costs in enforcing these Terms and Conditions.

SECURITY

All the Projects delivered by the Company are always up to date with the latest security standards and secure coding practices. Our projects aim to guarantee the maximum security for both the final users and the Client.

Besides, the Client hereby agrees that the Company is not responsible or liable for any security flaw due to:

- Server misconfigurations
- Insecure behaviour of the Administration (the Client)
- Software not kept up to date (it's a Client's duty to keep the web application up to date after the Project delivery)
- Other programmers' work on our code
- 0day exploits

The Client hereby agrees that the Company is not responsible for any hack or damage to the web application due to vulnerabilities which don't directly belong to the web application (e.g. server hacks, mass defaces, protocol vulnerabilities, etc) or unexpected vulnerabilities (e.g. 0day exploits, new security flaws).

The Client hereby agrees that it is his/her own duty to keep the up to date provided software, up to date to every new release.

The Client hereby agrees that a negligent / insecure behaviour of the Client or any final user is not accountable to the Company.

The Client hereby agrees and acknowledges that the Company will communicate any security notification at the end of the Project, and it is up to the Client to respect the suggested practices.

The Client also hereby acknowledges that any vulnerability contained by the code is not accountable to the Company if the Company is not the direct author of the piece of code, or the code has been modified by someone else.

COPYRIGHT

The Client retains the copyright to content, media and any other component provided, and grants the Company 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 to the Company permission and rights for use of the same and agrees to indemnify and hold harmless the Company from any and all claims resulting from the Client's negligence or inability to obtain proper copyright permissions.

A contract for any Project shall be regarded as a guarantee by the Client to the Company that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested.

The Client hereby agrees that the copyright to the HTML markup, CSS style files, any JavaScript based script and server-side code that may have been used by us for you, or certain images that the company may have supplied to or for you are licensed to you in connection with the Project, and will be licensed solely to the domain name on which the website files reside. The copyright is held by the owner of the domain.

The Company also reserve the right to display and link to your completed project as part of the Company portfolio, and to write about the project on other web sites, in magazine or ezine articles, books, written or digital publications of any design and source.

Please inform us in advance by written communication (email, document) if you do not want us to add your site to our portfolio.

DOMAIN NAMES

The Company 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 Company or directly from the service provider.

The Client hereby agrees that the Company will notify the Client for each invoice received in his/her behalf in order for the Client to pay. The Client also acknowledges that any unpaid invoice will be left to expiry and the domain name will not belong to the Client anymore until a new registration occurs.

The Client hereby acknowledges that the same behaviour is adopted by the Company for any hosting account registered by the Company in behalf of the Client, and any other third party service used to perform the realisation of the Project.

THIRD PARTY SERVICES AND SOFTWARE

The Client hereby agrees that Company may require the usage of third party services in order to complete the Client's Project respecting all the agreed requirements and will ensure these services are secure and working correctly upon completion. The Client also agrees that the Company can not be held responsible for subsequent changes or issues with these third party services that may result in issues on the Client's website and may require further development to adapt the Project to the new third party software requirements.

ACCESS REQUIREMENTS

The Client hereby agrees that the Company may ask for access credentials in order to proceed with any task. The Company may ask credentials for the following:

- Any CMS installation administration credentials
- FTP credentials (when SFTP is unavailable)
- SSH / SFTP credentials
- any third party service credentials

The Company hereby agrees to provide a written explanation for the request of any access credential when asked by the Client.

INDEMNITY

All the Company's services may be used for lawful purposes only. The Client agrees to indemnify and hold the Company harmless from any claims resulting from your use of our service that damages you or any other party.

CONFIDENTIALITY

The Company adheres to all national and EU data protection, data transfer, data retention, and confidentiality regulations and always stores data sent to us in a secure manner within our security policy.

GOVERNING LAW

Although the Company have tried to keep this contract language simple, the intentions are serious, and the contract is a legal document under the exclusive jurisdiction of English Law and Courts.

GURU GRAPHICS LIMITED