

## **Mobile App Development Terms and Conditions**

### **Introduction**

These terms and conditions are applicable to all Mobile App projects that are undertaken by Mobile Nation(UK) Ltd (*"The Supplier"*).

1. Acceptance.
  - 1.1. 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. Cancellation
  - 2.1. Except under circumstances listed below (paragraphs 6, 10.1), the initial contract is deemed to be for 12-months. Where ongoing fees are paid annually, the contract will be renewed for a further 12-months upon receipt of payment. If fees are paid monthly, following the initial 12-month contract, 30-days notice is required in writing or email to cancel the contract.
3. Charges.
  - 3.1. Charges for services to be provided by *The Supplier* are defined in the project proposal that the Client receives via e-mail. Proposal quotations are valid for a period of 30-days unless alternate time-scales have been agreed beforehand with the Client. *The Supplier* reserves the right to alter or decline to provide a quotation after expiry of the valid time-scales.
  - 3.2. A deposit of 50% of the balance of the project quotation total is due prior to commencement of work. The remaining balance will become due upon completion of the work and prior to submission to the App Stores, including any annual fees that become due on completion, such as hosting and maintenance fees. Charges for Mobile App development covers the release of source Photoshop files; but excludes source-code to web-based Content Management System.
  - 3.3. Where a monthly fee applies, the first-months payment will become due upon completion of the work and prior to submission of the App to the App Stores.
  - 3.4. Payment for services is due by cash, credit card, cheque or bank transfer.
4. Client Review.
  - 4.1. *The Supplier* will provide the Client with an opportunity to review the appearance and content of the Mobile App throughout the design and development phase and once the design is complete. At the completion of the project, such materials will be deemed to be accepted and approved unless the Client notifies *The Supplier* otherwise within thirty(30) days of the date the materials are made available to the Client.
5. Ongoing Support & Hosting.
  - 5.1. On completion of the project, the live Mobile App will be hosted on *The Supplier's* secure platform.
  - 5.2. The Client will receive ongoing support/training and be entitled to defined changes throughout the life of the Mobile App providing the Client is not in default and in accordance with the selected package. The cost of this support is included in the annual/monthly hosting & support fee, where appropriate.
  - 5.3. The inclusive defined changes on Silver Package include;
    - 5.3.1. Rebranding of the Mobile App, where required, including changes to logos.
    - 5.3.2. Changes to the Mobile App icon.

- 5.4. The inclusive defined changes on Gold Package include:
  - 5.4.1. Rebranding of the Mobile App, where required, including changes to logos.
  - 5.4.2. Changes to the Mobile App icon.
  - 5.4.3. Adding/deleting pages to/from the Mobile App structure, including adding initial content.
- 5.5. All day-to-day changes/updates to content on all packages are the responsibility of the Client. If the Client wishes *The Supplier* to carry out such changes on a regular basis, then this can be arranged for an additional fee, either on a case-by-case basis or for an ongoing monthly/annual fee as agreed.
6. Money Back Guarantee
  - 6.1. The Client has a right to cancel the contract and obtain a full-refund within 30-days of the Mobile App being made live under *The Supplier's* 30-day Money Back Guarantee. All requests to implement the money back guarantee must be received in writing via email or hard copy and will become effective immediately upon receipt.
  - 6.2. The Client must return to *The Supplier* all documentation, images, and any other materials generated or supplied during and after the development of the Mobile App within 7-days of contract cancellation under the Money Back Guarantee.
7. Project Schedule and Content Control.
  - 7.1. In the majority of projects, *The Supplier* will supply the Client's Mobile 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.
  - 7.2. 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.
  - 7.3. During the project, *The Supplier* will require the Client to provide text and images, as necessary. 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.
8. Payment.
  - 8.1. An invoice will be issued at the start of the project to cover the initial deposit charge. A final invoice will be provided by *The Supplier* upon completion of the Development work, Design and any associated services, but prior to submission to the app stores. Invoices are normally sent via email; however, the Client may elect to receive hard copy invoices. The initial invoice payment is due upon receipt. Final invoice is due within seven-days of receipt after which a reminder will be sent to the Client. If the invoice has not been settled after thirty-days then *The Supplier* will consider the account to be in default.
9. Default.
  - 9.1. If the Client in default has any information or files on *The Supplier* 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.

- 9.2. Cheques returned for insufficient funds will suffer 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.
10. Termination.
- 10.1. Termination of the project prior to submission 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 seven-days.
11. Legal Restrictions.
- 11.1. This agreement is also bound by the Non Disclosure Agreement and for Client Mobile Apps hosted and supported, the Services Terms and Conditions.
12. Copyright.
- 12.1. 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 Mobile 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.
- 12.2. All materials or images created, generated and supplied by *The Supplier* during the design, development or maintenance phase will be deemed to remain the Intellectual Property of *The Supplier*, unless otherwise agreed in writing/email. This includes, but is not limited to;
  - 12.2.1. Splashscreen images
  - 12.2.2. App Icon images
  - 12.2.3. Other images used within the app that have not been supplied by the client
  - 12.2.4. Training manuals
  - 12.2.5. Support documentation
  - 12.2.6. Mobile App structure
  - 12.2.7. Training videos or images.
13. Media Delivery Requirements.
- 13.1. 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 Mobile App, such return cannot be guaranteed.



14. Post Project Alterations.

14.1. *The Supplier* cannot accept responsibility for any alterations/corruptions caused by the Client or a third party occurring to the Client's Mobile App once installed and published, excluding those incidents listed in paragraph 4.3 above. Such alterations include, but are not limited to additions, modifications or deletions. *The Supplier* may require a one-off Mobile App Development charge before resolving any issues that may arise.

15. Third Party Services.

15.1. *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 Mobile App and may require a one-off Mobile App Development charge before resolving any problems that may arise.

16. Domain Names.

16.1. *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 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.

17. General.

17.1. 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 deemed an acceptance of our terms and conditions.

18. Governing Law.

18.1. This Agreement shall be governed by the Law of England and Wales.

Please sign below to accept the project proposal and return via email or post along with deposit payment to enable the project initiation.

Signature..... Name.....

Duly authorised for and on behalf of the Client

Date:

Signature..... Name.....

Duly authorised for and on behalf of the supplier - Mobile Nation(UK) Ltd

Date: