

## **TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES BY DL-IT LIMITED COMPANY**

This web page represents a legal document that serves as our Terms of Service and it governs the legal terms of our website, <http://dlitgroup.com/>, sub-domains, and any associated web-based (collectively, “Website”), as owned and operated by DL-IT Limited.

These "**TERMS AND CONDITIONS**" govern the relation between DL-IT Limited Company (as defined below) and the Client(s) (as defined below) and it is deemed to have been agreed by the Client by its acceptance of any of the Services (as defined below). These Terms and Conditions shall apply in respect of all Services provided by DL-IT Limited Company, its' Employees and Appointees to the Client or Managed Entry whether or not there shall be in existence any written or other express acceptance thereof by the Client.

### **DEFINITIONS AND INTERPRETATION**

**“DL-IT Limited”** or **“Company”** or **“DL-IT”** means DL-IT Limited Company, the owner of the Website <http://dlitgroup.com/> with registration number 79558 and address Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960 and each of its employees, agents, officers and servants from time to time who are engaged in providing the Services.

**“Client”** means an individual or business entity and/or his/her Managed Entity that purchases Services from DL-IT and whose details are set out in the Order.

**“Contract”** means a contract between the Company and the Client for the supply of Services governed by these Terms and Conditions.

**“Services”** means the collective functionality and features as offered through DL-IT website to the Clients.

**Service Order”** means a list of DL-IT services asked to be provided by Client during the Term.

**“Quotation”** means a written statement prepared by the Company and containing its proposals as to providing Services to the Clients.

**“Instructions”** means any communication, confirmation, instruction, notice or request given in writing, by email or otherwise, by the Client or any other authorized person of the Client.

## **TERMS AND CONDITIONS**

### **I. STANDARD TERMS AND CONDITIONS**

These are the standard terms and conditions for services offered DL-IT apply to all contracts and all work undertaken by DL-IT Limited for its Clients. These Terms shall apply to all agreements concluded between the Company and the Client.

## **II. FEES AND DEPOSITS**

Before the Company carry out any work Clients are usually asked to provide a non-refundable fees deposit. A 50% deposit of the total fee payable under our proposal is due immediately upon you instructing DL-IT to proceed with the website design and development work. Company reserves the right not to commence any work until the deposit has been paid in full. All prices listed are in U.S Dollars. The remaining 50% shall become due when the work is completed to your reasonable satisfaction but subject to the “approval of work” and “rejected work” clauses or 45 calendar days whichever is earlier. Also to see more information about fees chech the points 4 and 5 of this Terms and Agreement.

## **III. SUPPLY OF MATERIALS**

Client must supply all instructions including materials and information required by DL-IT to complete the work in accordance with any agreed specification. Such materials may include, but are not limited to, photographs, written copy, logos and other printed material. Where there is any delay in supplying these materials to DL-IT, which leads to a delay in the completion of work, Company reserves the sole right to extend any previously agreed deadlines by a reasonable amount. Where Client fail to supply materials, and that prevents the progress of the work, DL-IT has the right to stop work and invoice Client for any balance on the contract.

## **IV. VARIATIONS**

DL-IT is pleased to offer Client the opportunity to make revisions to the design. However, Company has the right to limit the number of design proposals to a reasonable amount and may charge for additional designs if you make a change to the original design specification. Our development phase is flexible and allows certain variations to the original specification. However any major deviation from the specification will be charged at the rate of \$50 per hour.

## **V. PROJECT DELAYS AND CLIENT LIABILITY**

Any periods or estimates that we give are contingent upon Client’s full co-operation along with complete and final version. During development there is a certain amount of feedback required from Client in order to progress to subsequent work. It is required that a single point of contact be appointed from Client’s side and be made available on a daily basis in order to expedite the feedback process. DL-IT will not be responsible if the project remains largely unfinished or is delayed, due to Client own inaction, or by not approving provided version of work or changes on time. After the initial 45 calendar days, if the project is still unfinished, \$50/hour would be billed for any further change request.

## **VI. APPROVAL OF WORK**

On completion of the work Client will be notified and have the opportunity to review it. Client must notify DL-IT in writing of any unsatisfactory points within 7 days of such notification. Any of the work which has not been reported in writing to DL-IT as unsatisfactory within the 7-day review period will be deemed to have been approved. Once approved, or deemed approved, work cannot subsequently be rejected and the contract will be deemed to have been completed and the 50% balance of the project price will become due.

## **VII. REJECTED WORK**

If Client reject any of our work within the 7-day review period and not approve subsequent work performed by DL-IT to remedy any points recorded as being unsatisfactory, and DL-IT, acting

reasonably, consider that Client has been unreasonable in any rejection of the work, DL-IT can elect to treat this contract as complete and take measures to recover payment for the contracted work.

### **VIII. PAYMENT**

The Client shall pay each invoice submitted by the Company within 7 Business Days of the date of the invoice and in cleared funds. Company reserve the right to remove any Project from viewing on the Internet until final payment will made. Client unconditionally and personally guarantee the payments. In case collection proves necessary, Client agrees to pay all fees (including all attorney's fees and court costs) incurred by that process.

### **IX. COPYRIGHTS & TRADEMARKS**

Client must obtain all necessary permissions and authorities in respect of the use of all copy, graphic images, registered company logos, names and trade marks, or any other material that you supply to Company to include in Client's website or web applications. Client must indemnify us and hold DL-IT harmless from any claims or legal actions related to the content of Client website.

### **X. LICENSING**

Once Client have paid us in full for our work we grant to you a license to use the website and contents or other result DL-IT services for the life.

### **XI. SEARCH ENGINES**

All website designed by DL-IT are search engine friendly. However DL-IT does not guarantee any specific position in search engine results for Client's website. DL-IT performs search engine optimisation according to current best practice at an additional cost.

### **XII. CONSEQUENTIAL LOSS**

DL-IT shall not be liable for any loss or damage which Client may suffer which is in any way attributable to any delay in performance or completion of Company's contract, however that delay arises.

### **XIII. DISCLAIMER**

Notwithstanding anything to the contrary contained in this contract, neither DL-IT nor any of its employees or agents, warrant that the functions contained in the web design project will be uninterrupted or error-free. In no event will DL-IT or its owners or employees will be liable to Client or any third party for any damages, including, but not limited to, service interruptions caused by Acts of God, the hosting service or any other circumstances beyond our reasonable control, any lost profits, lost savings or other incidental, consequential, punitive, or special damages arising out of the operation of or inability to operate the website, failure of any service provider, of any telecommunications carrier, of the Internet backbone, of any Internet servers, Client's or Client's site visitor's computer or Internet software, even if DL-IT has been advised of the possibility of such damages.

### **XIV. ASSIGNMENT**

DL-IT Company reserves the right to subcontract any services that has agreed to perform for Client as see fit.

#### **XV. NON-DISCLOSURE**

DL-IT (and any subcontractors company engages) agree that we will not at any time disclose any of your confidential information to any third party.

#### **XVI. ADDITIONAL EXPENSES**

Client agrees to reimburse Company for any requested expenses which do not form part of contracted proposal including but not limited to additional pages, purchase of third party software, stock photographs, fonts, domain name registration, web hosting, SEO or advertising services or any other comparable expenses. These extra add-ons have to be paid immediately upon Client's request.

#### **XVII. BACKUPS**

Client is responsible for maintaining his/her own backups with respect to your website and Company will not be liable for restoring any Client data or Client websites except to the extent that such data loss arises out of a negligent act or omission by Company.

**XVIII. OWNERSHIP OF DOMAIN NAMES AND WEB HOSTING:** Company will supply to Client account credentials for domain name registration and/or web hosting that Company purchased on Client's behalf when Client reimburse Company for any expenses that Company have incurred.

#### **XIX. RIGHT OF REFUSAL**

DL-IT reserves the right to refuse or terminate service to anyone for any reason not prohibited by law. Also we have the right to be free from acts or threats of disruptive behavior, abusive and/or offensive language, including intimidation, harassment and/or coercion, which involve or affect our operation. Abusive communications in any form (email, phone, in person, etc.) are strictly not tolerated. No refund would be provided in case of abusive communications.

#### **XX. GOVERNING LAW**

Regardless of the place of signing of this agreement, Client agrees that for purposes of venue, this agreement was entered into in the Majuro, Marshall Islands. Any dispute will be litigated or arbitrated in the court of Majuro (Marshall Islands), and Client hereby consents to the personal jurisdiction of the Majuro County, Marshall Islands Courts. A person who is not a party to the Contract shall not have any rights under or in connection with it.

All notices must be in writing to DL-IT Limited Company, Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960.

This Agreement constitutes the entire understanding of the parties. Any changes or modifications thereto must be in writing and agreed by both parties.