



Terms and Conditions of Service

The terms and conditions stated in this document apply to all Gnosis Technology Limited (GnoTech) Customers unless agreed in writing to the contrary. No other contract terms and conditions shall apply unless specifically agreed in writing between GnoTech and the Customer. In the event of any ambiguity between these terms and conditions and any terms agreed in writing between GnoTech and the Customer then the terms and conditions hereunder will apply.

Please note that these Terms and Conditions are subject to updates. As and when these occur you will be notified on where you can download or access an updated version.

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1. INITIAL DEPOSITS AND MODE OF PAYMENTS

- A 70% deposit of the total fee payable under our proposal is due immediately upon you instructing us to proceed with work. The remaining 30% shall become due when the work is completed to your reasonable satisfaction but subject to the terms of the “approval of work” and “rejected work” clauses. We reserve the right not to commence any work until the deposit has been paid in full. The 70% deposit is only refundable if we have not fulfilled our obligations to deliver the work required under the agreement. The deposit is not refundable if the development work has been started and you terminate the contract through no fault of ours.
- On completion of the work, you will be notified and have the opportunity to review it. You must notify us in writing of any unsatisfactory points within 5 working days of such notification. Any of the work which has not been reported in writing to us as unsatisfactory within the 5-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 30% balance of the project price will become due immediately.
- Upon completion of the 5-day review period, we will send an invoice to you for the 30% balance of the project.
- We expect to receive the balance in the company’s Bank accounts or Mobile Money account, which account details will be communicated to you in the Service Level Agreement, within 48 hours of us sending the invoice.
- All payments to GnoTech are to be received through the Company’s Bank Account or Mobile Money Account.
- Failure to pay within a reasonable time frame will result in appropriate legal action taken against you.



- We place a very high value in cultivating great relationships with our clients, thus, we recommend that any difficulty in paying the full price be communicated at the beginning of this relationship to the CEO or prior to the 5-day review period to avoid a breakdown of the relationship.

2. TIMELINES

- Any time frames or estimates that we give are contingent upon your full co-operation and we shall not be held liable should there be any delays as a result of non-cooperation on your part.
- During progress of work there is a certain amount of feedback required in order to progress to subsequent phases. It is therefore required that a single point of contact be appointed from your side and be made available to us as and when needed in order to expedite the feedback process.

3. REJECTIONS AND TERMINATIONS

- If you reject any of our work within the 5-day review period, or disapprove subsequent work performed by us in remedy of any points recorded as being unsatisfactory, and we, acting reasonably, consider that you have been unreasonable in the rejection of the work, reserve the right to terminate the contract immediately and take appropriate measures to recover payment for the work done up until the date of the termination.
- Such termination shall be communicated immediately to you either in writing or electronically and upon receipt of such notice, you shall take the necessary steps to advance payment of the work done up until the time of termination.



4. USE OF INTELLECTUAL PROPERTY AND INDEMNIFICATION

- You must obtain all necessary permissions and authorities in respect of the use of all copy, graphic images, registered company logos, names and trademarks, or any other material that you supply to us to include in your website or web applications. You must indemnify us and hold us harmless from any claims or legal actions related to the content of your project.

5. SEARCH ENGINES

- We accept no responsibility nor liability to you for the actual rankings achieved or how such rankings may vary over time. Search engines are known to change their algorithms and in such doing rankings and traffic may fluctuate.
- You must recognize that SEO and submissions to search engines and directories can take an indefinite amount of time for acceptance or inclusion and that internet advertising may be subject to the individual advertising network's policies and procedures.
- You accept that Google Adwords, search engines, directories or other resources may block, prevent or otherwise stop accepting submissions for an indefinite period of time.
- You acknowledge that search engines may drop listings from its database for no apparent or predictable reason. GnoTech shall re-submit resources to the search engine based on the current policies of the search engine in question.
- GnoTech will endeavor to make every effort to keep the Client informed of any changes that GnoTech is made aware of that impact any of the campaigns and strategies and the execution thereof under this Agreement. You also acknowledge that we may not become aware of changes to third-party resources, industry changes or any other changes that may or may not affect campaigns or services.



6. MISCELLANEOUS

- We may subcontract any services that we have agreed to perform for you as we see fit, however such subcontracting shall only be done with permission from you.
- Any domain name registration and/or web hosting service that we purchased on your behalf, unless otherwise stated or requested in writing will be for a 12-month period.
- Any service offered as "FREE" within any specified package is only valid for the first 12 months after subscription.
- You are responsible for maintaining your own backups with respect to your projects and we 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 us.
- You agree to reimburse us for any requested expenses which do not form part of our proposal including but not limited to the purchase of templates, third party software, stock photographs, fonts, domain name registration, web hosting or comparable expenses.
- GnoTech and its subcontractors retain the right to display all designs as examples of their work in their respective portfolios.