

TERMS AND CONDITIONS

Costs

Service and project costs are outlined in the Cost Estimate provided. Estimates are valid for 60 days after which FGX reserves the right to adjust the estimate.

Scope

In the case of a web or system development project, FGX will assign an Account Manager who will create a detailed website or system development specification in accordance with the Client's requirements. Once the Client is satisfied with the website or system specification, it will be signed off and form the basis for the design and development of the website or system. Any functional changes or additions, not part of the original specification, will be deemed additional work and costed separately at standard studio rates.

Once a site or system is published (goes live), the project is deemed completed. FGX will close the job and any further work to the website will be quoted for and charged at the standard FGX studio rate.

Deposit

Website & System Development

50% (fifty percent) to be paid on approval of quotation to secure services & commencement of work. A progress payment of 25% will be due when the test link is supplied for review. The balance of 25% will be invoiced on project close-out and is payable within 30 days from invoice.

Campaigns

Social influencer campaigns will be invoiced in full upon approval of the quote. A 100% cancelation fee will be applicable should the campaign be cancelled at any point once work has commenced.

General Changes

Once the design concept has been provided, the Cost Estimate makes allowance for two (2) change reverts upon one chosen design direction. In the case of a website, system or campaign that requires development, a test link will be provided to Client and two (2) change reverts will be permitted. It is therefore advisable that Client works through the first design draft and/or the test link in full and compile a comprehensive list of revisions. A revision document will be supplied to simplify the process. Client will be liable for additional charges are briefed in after the 2 revert limit. Such charges shall be in addition to quoted rates on the original Cost Estimate. FGX may extend or modify the initial delivery deadlines as a result of any such changes. Standard FGX studio rates will apply.

Definition - revert:

Design: *Tweaks around design layout (colours, images, navigation name change, fonts, additional pages) this is not a completely new design unless discussed with your AM/Partners at the discretion of studio.*

Development: *Changes with regards to banner animation, hover states, minor content changes. Any additional development to the functionality that will require developer time will be discussed and quoted on before changes are made.*

Additional Costs

Cost Estimates and project specifications explicitly state the items included in each project. Any additional work initiated after sign-off will be costed and invoiced separately under the same payment terms.

Project Timelines

Unless expressly agreed in writing from either the Client or the vendor (FGX) side, and mutually agreed on before the start of the project, active projects will be permitted in studio for a maximum of 3 months (60 work days) from the first date of project onboarding. Client will be required to sign off on a project plan that outlines all relevant dates. If the project is delayed from Client side, FGX shall be entitled to charge an additional 15% of the project value as carrying cost. Work shall not resume until the original project invoice as well as additional carrying cost invoice is paid in full. It is therefore advisable that the Client adheres to the timeline as per the project plan. FGX will in turn be responsible for full delivery of the website, within the project timeline, should all client deadlines outlined in the project plan are met.

Agents

FGX will be permitted to engage and / or use third party suppliers as independent contractors related to the project deliverables. FGX will always remain the owner of the project and outcomes thereof.

Cancellations

Should a client cancel a job subsequent to approving the CE for billing purposes, the client shall be liable for an administration fee in the amount of 30% of the Total Value of the work originally signed off on. This is to cover the costs of onboarding the client, administration, meetings and consultations as well as research, design and development undertaken in our studio to provide the client with a strategy, pitch, design or plan. IP always remains the property of FGX.

Rights in the final deliverables

Upon completion of the Services and upon full payment of all fees and costs due, FGX grants to Client exclusive, perpetual and worldwide right and license to use, reproduce and display the *final works* solely in connection with the project as defined in the Cost Estimate and subsequent proposal. All other rights, including copyrights, are reserved by FGX. FGX cannot be held liable for any loss or damage during a job. FGX will not transfer ownership of CMS Ignition or Mall Guide CMS to the Client referred to herein.

Trademarks

Upon completion of the services, and expressly conditioned upon full payment of all fees and costs due, FGX assigns to Client rights, including Trademark and Copyright. Client shall have sole responsibility for ensuring that Trademarks do not infringe the rights of third parties, and Client shall indemnify, save and hold harmless FGX from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party alleging trademark infringement, or arising out of Client's failure to obtain trademark clearance or permissions, for use of Trademarks.

Process for websites, systems, and online campaigns:

1. Payment of Deposit: Client to make payment of non-refundable 50% of the approved quotation. POP to be received before work starts.
2. Influencer brief / specification development (both Client and FGX representative)
3. Brief/Project specification sign off (both Client and FGX representative)
4. Project plan submission to client and client sign-off (FGX representative/Client)
5. Negotiation with selected Influencers
6. Monitor and report on the campaign by-weekly.

Monthly/Additional services:

Influencer campaign to promote purchases of the Kodak copier with the distributor CSX.

By approving the Cost Estimate provided by FGX, it will be considered as agreement to the stated Terms and Conditions. The person who approves, consents to having authority to approve these terms and conditions on behalf of the client.

Please note that e-mail approval, acceptance of the quote via electronic link, receipt of a PO number or deposit payment will also be deemed as acceptance of the above FGX Studios Terms and Conditions in full.